

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

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INTERIM COUNTY ADMINISTRATOR
COUNTY ATTORNEY

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE
Monday, August 27, 2018
Following Finance Committee Meeting
3:00 p.m. - 3:30 p.m.
Large Meeting Room, Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

Committee Members:

Stu Rodman, Chairman
York Glover, Vice Chairman
Rick Caporale
Michael Covert
Alice Howard
Jerry Stewart
Roberts "Tabor" Vaux

Staff Support:

Patrick Hill, Director
IT Systems Management
Colin Kinton, Division Director
Transportation Engineering
Eric Larson, Division Director
Environmental Engineering
Robert McFee, Division Director
Facilities and Construction Engineering

1. CALL TO ORDER
2. EXECUTIVE SESSION / RECEIPT OF LEGAL ADVICE FOR:
 - A. Potential Settlement of Claims Arising out of Construction Performed on S.C. Highway 170 and Buckwalter Parkway
 - B. Driveway Repair in Northern Beaufort County
 - C. Potential Acquisition of Property in Bluffton Area
3. MATTERS ARISING OUT OF EXECUTIVE SESSION
4. UPDATE ON US 278 GATEWAY CORRIDOR PROJECT:
 - A. Environmental Assessment (EA)
 - B. SIB Application
 - C. Jenkins Island Design
 - D. Referendum Education
5. DISCUSSION OF SCDOT TURN BACK PROJECT (backup)
6. DISCUSSION / TEMPORARY NIGHTTIME CLOSURE OF MARSH ROAD (BEAUFORT) FOR STORMWATER PIPE REPAIR (backup)
7. DISCUSSION / POSSIBLE LEASES OF BUILDINGS ON DAUFUSKIE ISLAND
 - A. Daufuskie Island Store
 - B. Marshside Mama's



Agenda – Public Facilities Committee

August 27, 2018

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8. DISCUSSION / GULLAH FARMERS' COOPERATIVE ASSOCIATION / RENOVATIONS OF LEROY BROWNE BUILDING AT 51 BALL PARK ROAD, ST HELENA ISLAND (backup)
9. DISCUSSION / HALF MOON ROAD EMERGENCY PIPE REPAIR
10. DISCUSSION / CASSIDY FRONTAGE ROAD IMPACT FEE CREDIT
11. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Beaufort County Transportation Committee / One Vacancy (Council District 5)
 - B. Keep Beaufort County Beautiful Board / Two Vacancies (Council Districts 1 and 8)
 - C. Woodland Estates and Burlington Estates Special Purpose Tax District (Council District 1)
12. ADJOURNMENT

2018 Strategic Plan Committee Assignments

U.S. Highway 278 Gateway Project
Litter Control / Reduction Action Plan

July 3, 2018

Dear Local Government Partner:

Over the last several years there has been much discussion about local governments taking control over certain roads within their jurisdiction. As we all know, the issue has always been devolution without a funding solution was unacceptable to all parties, including SCDOT. I am pleased to advise that the issue of devolution was recently taken up by the SCDOT Commission and the Commission has approved implementing a voluntary road transfer program which includes a funding component. This program is completely voluntary and both the SCDOT and the local government must mutually agree to the transfer. The program was modeled after a similar program that has been successful in some other states and is based on a 40-year life cycle cost to operate and maintain the mutually agreed upon section of road. Accordingly, SCDOT has developed the following table for use in the voluntary program that sets a one-time transfer value, per mile, for various road types and conditions.

2018-2019 Turnback Program: Transfer Value by Road Type and Condition

Paved Roads Road Type and Functional Classification	Transfer Condition		
	Good	Fair	Poor
2 Lane Local – Secondary	\$561,234	\$751,903	\$847,989
2 Lane Collector - Fed Aid Secondary	\$561,234	\$751,903	\$891,574
2 Lane Arterial – Primary	\$743,809	\$960,046	\$1,071,594
4 Lane Arterial - Primary	\$1,487,619	\$1,920,091	\$2,143,188

Unpaved	\$47,425
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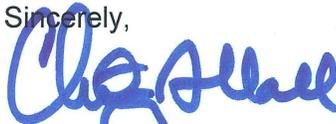
If you are interested in participating in the voluntary turnback program, please send a letter to my attention that includes the route name as well as the beginning and ending point of the section that you would be interested in taking into your system. I respectfully request that you submit your letter of interest by August 31 so we can assess the level of interest of local governments in this program and finalize a methodology for distribution of the available funding for this program.



Local Government Partner
July 3, 2018
Page 2

I appreciate the excellent relationships we have with our local government partners and I look forward to us cooperatively working towards reshaping an infrastructure network for the benefit of our citizens. If you have any questions about this program, please contact my office at (803) 737-0874.

Sincerely,

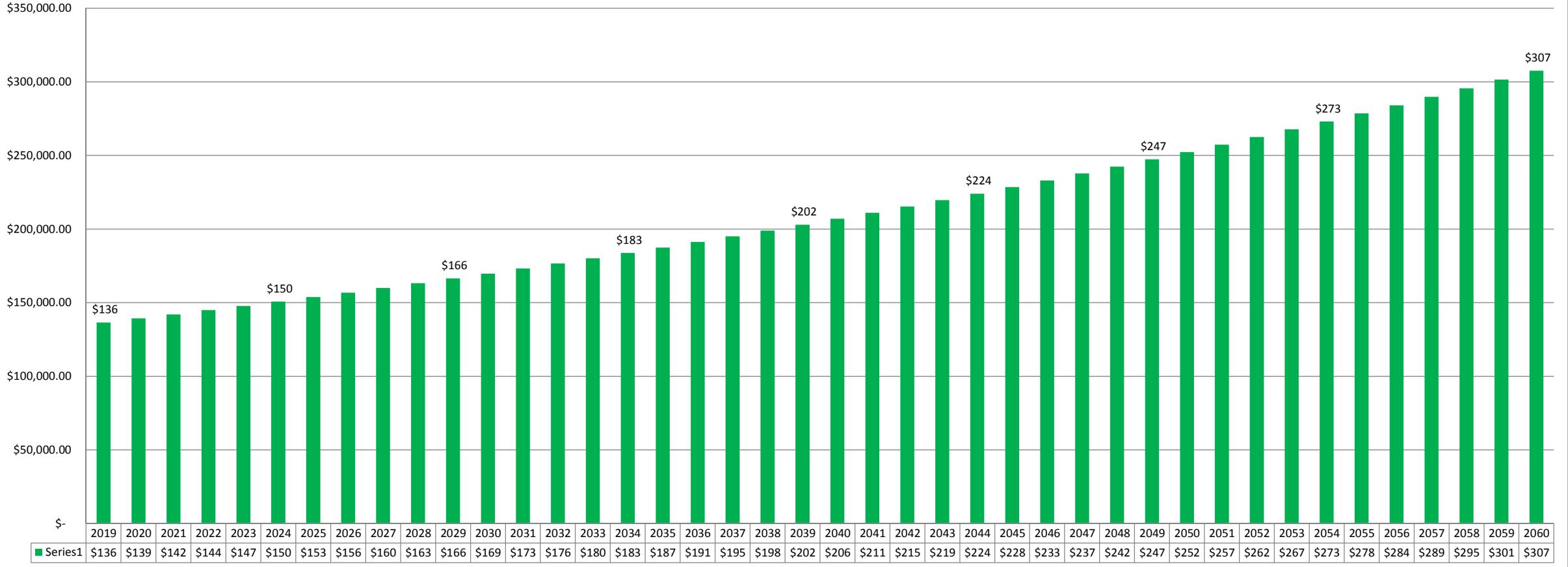


Christy A. Hall, P.E.
Secretary of Transportation

cc: SCDOT Commissioners
SCDOT Deputy Secretaries



Vegetative Maintenance Outlay 2018-2060 with 2% Annual Increase



MARSH
BOARD



BOUNDARY ST

21

Boundary St

Sycamore St

CITY HALL

Lovejoy St

Ribaut Rd

281

Marsh Rd

© 2018 Google

32°26'23.29"



Night shift volunteers for admin bldg. project

Kanard Rivers 1	Bryan Durrance 1	
JB	Scott	
Russell 1	Sherry 2	Theodore Allen 2
Pedro 1	Terrell 1	Byas

Personnel

The work crew is based on **2 operators** due to unfamiliar work hours and hidden hazards that accompany low light or night work hours. **2 spotters** or operator assistants due to low light or night operations as well as equipment operating in a marsh / tidal area where the footing and geography are constantly changing. **1 safety officer** designated to oversee the operation from an operational safety position and respond to any health, environmental or operational threat that may impact the personnel or project in a negative manner. No less than **3 driver / hauler** personnel to transport material continually in order to manage time and maintain project movement. It is recommended that no less than eight personnel be assigned to the project daily in order to reduce the risk of injury, maintain an acceptable time line for completion of the project and function professionally. The project shall be overseen and directed by **1 assigned foreman** on scene and at the direction of the Storm water Superintendent.

Equipment

The designated equipment is projected to be (1) Caterpillar 315 excavator with dig bucket, (1) skid steer for support of excavator (1) 6 inch water pump for standby use (2) 3 inch trash pumps for de-watering work area (3) dump trucks (1) enclosed equipment trailer (4) crew / work trucks equipped with emergency lighting for crew safety (4) diesel or gas lighting towers for artificial safety / work lighting (1) 290 Volvo long reach excavator on standby. All regular first aid and safety equipment shall be on site and readily accessible. Communications while on the work site shall be through nonverbal hand and arm signals, radio, and cellular phone or any other agreed upon form of communication that will safely convey the intended message. (1) service truck for repair operations Personnel shall be required to wear no less than level three ansi qualified hi visibility gear while on or about the work site and during working hours.

Tentative schedule:

9/4/18 1800hrs. Project safety brief. Safety inspection. Designation of safety officer
Install traffic protection / barriers
Install safety measures at curb for traversing over
Place environmental barriers for spillage
Delivery of and Placement of heavy equipment for operation
2200hrs. Begin Earth dam and spill bay construction
0330hrs. Re-fuel and re-stock vehicles / material for following work day
0400hrs. work day completion

9/5/18 1800 hrs. Project safety brief. Safety inspection
Continue earth dam construction
Place trash pumps at work area and discharge into spill bay
Pump and assess work area
0330Hrs. Re- fuel / Re-supply
0400Hrs. Work day completion

9/6/18 1800 hrs. Project safety brief safety inspection
Remove failed pipe joints at outfall
Prep area for demo of silt / mud for structure footer
0330 Hrs. Re-fuel / Re- Supply
0400 Hrs. Completion of work Day

9/7/18 1800 hrs. Project safety brief. Safety inspection
Begin demo of silt / mud at footer

Assess depth and width of footer base (57 stone)

Begin construction of footer

0330 Hrs. Re-fuel / Re- Supply

0400 Hrs. Completion of work day

9/8/18 (Saturday)

1800 Hrs. Project safety brief. Safety inspection

Continue footer construction

Place new 30" RCP joint at outfall

Cap adjoining 24" RCP prep for fill

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/10/18

1800 Hrs. Project safety brief. Safety inspection

Continue Placement of new 30" RCP joint at outfall

Install vents at 24" Rcp line for fill

Prep line for fill

Sub-Contractor to begin headwall

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/11/18

1800 Hrs. Project safety brief. Safety inspection

Estimated pour date for fill pipe

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/12/18

1800 Hrs. Project safety brief. Safety inspection

Site control for sub-contractor (Head Wall)

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/13/18 1800 Hrs. Project safety brief. Safety inspection
Estimated final pour date for head wall

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/14/18 1800 Hrs. Project safety brief. Safety inspection
Form demo / inspection

Site demo / clean up

0330 Hrs. Re fuel / Re- Supply

0400 Hrs. Completion of Work day

9/17/18

Final Inspection

Re-open work site for public



June 26, 2018

Josh Gruber
Interim County Administrator
Beaufort County Administration Building
Post Office Drawer 1228, Beaufort, SC
29901

Dear Mr. Gruber:

I am writing this letter to request an appearance before the Beaufort County Council to discuss renovations of the LeRoy Browne Building at 51 Ball Park Road, St Helena Island.

We are in a chicken or the egg type of situation. The USDA has agreed to lend the Gullah Farmers' Cooperative Association the money to finance the renovations (\$350,000). However, the USDA cannot loan this money directly, instead relying on commercial banks for this purpose. The Gullah Farmers' Cooperative Association has approached commercial banks for this "bridge" construction loan. The short answer is that the banks will not loan the money – even for the short term of the project – without collateral. In this instance, that means a lien on the property at 51 Ball Park Road.

We are asking that the County Council consider a deed transfer, with contingencies that the renovations be completed. The lease agreement between Beaufort County and the Gullah Farmers' Association already states that the deed would be transferred upon the Gullah Farmers' Cooperative spending at least \$225,000 on renovations. We are looking to spend almost double that amount between the USDA loan and grants through Clemson University and the South Carolina Department of Agriculture.

If you have any questions, please do not hesitate to call or email me.

Sincerely,

Joseph McDomick, President
Gullah Farmers' Cooperative Association
McDomicks@comcast.net
843-986-6157

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by
and between _____, hereinafter called "OWNER"
(name of Owner), (an Individual)
and _____ doing business as (an individual,) or
(a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements
herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of

2. The CONTRACTOR will furnish all of the materials, supplies, tools,
equipment, labor, and other services necessary for the construction and
completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT
DOCUMENTS within _____ calendar days after the date of the NOTICE TO
PROCEED and will complete the same within _____ calendar days unless
the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the
CONTRACT DOCUMENTS and comply with the terms therein for the sum of
\$_____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" MEANS and includes the following:

RD Instruction 1942-A
(Guide 19) (Page 2)

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) General Conditions
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (H) Payment BOND
- (I) Performance BOND
- (J) NOTICE OF AWARD
- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) DRAWINGS prepared by _____
numbered _____ through _____, and dated _____,
- (N) SPECIFICATIONS prepared or issued by _____

dated _____, 19 _____
- (O) ADDENDA:
No. _____, dated _____, 19 _____

(Guide 19) (Page 3)
(Revision 1)

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in _____ copies each of which shall be deemed an original on the _____ (Number of Copies) date first above written.

OWNER:

BY _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

(Guide 19) (Page 4)
(Revision 1)

RD Instruction 1942-A

CONTRACTOR:

BY _____

Name _____
(Please Type)

Address _____

Employer Identification
Number _____

(SEAL)

ATTEST:

Name _____
(Please Type)

ADVERTISEMENT FOR BIDS

Owner

Address

Separate sealed BIDS for the construction of (briefly describe nature,
scope, and major elements of the work) _____

will be received by _____
at the office of _____
until _____, (Standard Time - Daylight Savings Time) _____
19 _____, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

Copies of the CONTRACT DOCUMENTS may be obtained at the office of
_____ located at _____
upon payment of \$ _____ for each set.

RD Instruction 1942-A
(Guide 19) (Attachment 1) (Page 2)

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded the payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded \$_____.

DATE

(Guide 19 - Attachment 2)

INFORMATION FOR BIDDERS

BIDS will be received by _____
(herein called the "OWNER"), at _____
until _____, 19____, and then at said office publicly
opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to _____
at _____.
Each sealed envelope containing a BID must be plainly marked on the outside as
BID for _____ and the envelope
should bear on the outside the BIDDER'S name, address, and license number if
applicable, and the name of the project for which the BID is submitted. If
forwarded by mail, the sealed envelope containing the BID must be enclosed in
another envelope addressed to the OWNER at _____.

All BIDS must be made on the required BID form. All blank spaces for BID
prices must be filled in, in ink or typewritten, and the BID form must be
fully completed and executed when submitted. Only one copy of the BID form is
required.

The OWNER may waive any informalities or minor defects or reject any and
all BIDS. Any BID may be withdrawn prior to the above scheduled time for the
opening of BIDS or authorized postponement thereof. Any BID received after
the time and date specified shall not be considered. No BIDDER may withdraw a
BID within 60 days after the actual date of the opening thereof. Should there
be reasons why the contract cannot be awarded within the specified period, the
time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated
quantities in the BID Schedule by examination of the site and a review of the
drawings and specifications including ADDENDA. After BIDS have been
submitted, the BIDDER shall not assert that there was a misunderstanding
concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information
which is pertinent to, and delineates and describes, the land owned and
rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the Property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) 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 between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER

may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the _____
at _____.

The ENGINEER IS _____. The ENGINEER'S
address is _____.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*. To the _____ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of _____ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within _____ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

RD Instruction 1942-A
(Guide 19 - Attachment 3) (Page 2)

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>TOTAL PRICE</u>
------------	-------------	-------------	-------------------	---------------	--------------------

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
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TOTAL OF BID \$ _____
LUMP SUM PRICE (if applicable) \$ _____

Respectfully submitted:

_____ Signature	_____ Address
_____ Title	_____ Date
_____ License number (if applicable)	

SEAL - (if BID is by a corporation)

(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ as Principal, and
 _____ as Surety, are hereby held and
 firmly bound unto _____ as OWNER in the penal sum of
 _____ for the payment of
 which, well and truly to be made, we hereby jointly and severally bind
 ourselves, successors and assigns.

Signed, this _____ day of _____, 19_____
 The Condition of the above obligation is such that whereas the Principal has
 submitted to _____ a certain BID,
 attached hereto and hereby made a part hereof to enter into a contract in
 writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of _____

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

(Guide 19 Attachment 5) (Page 3)

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
Number
one of which shall be deemed an original, this the _____ day of _____

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

oOo

(Guide 19 - Attachment 6)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called PRINCIPAL and
(Corporation, Partnership or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____ 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Guide 19 - Attachment 6) (Page 3)

WITNESS WHEREOF, this instrument is executed in ____ counterparts, each of
Number
which shall be deemed an original, this the ____ day of _____.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By _____ (s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury
Department's most current list (Circular 570 as amended) and be authorized to
transact business in the State where the Project is located.

oOo

RD Instruction 1942-A
(Guide 19 - Attachment 7)

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
this the _____ day of _____, 19____.
By _____
Title _____

NOTICE TO PROCEED

TO: _____ DATE: _____
 _____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19__, on or before _____, 19__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19__.

 Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____, 19__

By _____

Title _____

Employer Identification
 Number _____

oOo

GENERAL CONDITIONS

- | | |
|--|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions and Detail Drawings | 18. Suspension of Work, Termination, and Delay |
| 3. Schedules, Reports, and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services, and Facilities | 22. Contract Security |
| 7. Inspection and Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property, Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time for Completion and Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For BIDS, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

(Guide 19 - Attachment 9) (Page 3)

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any 1 part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS

by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of

construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced

on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such

WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the

CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or

an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. 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 the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. 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 noncompletion, 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.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with

this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly

or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 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 \$500,000 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 \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance

by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a 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, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the 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.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

(Guide 19 - Attachment 9) (Page 19)
(Revision 1)

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER. (Revised 2-16-83, PN 869.)

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT (Revised 2-16-83, PN 869.)

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
(Revised 2-16-83, PN 869.)

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations. (Revised 2-16-83, PN 869.)

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

(Guide 19 - Attachment 9) (Page 21)
(Added 09-16-92, PN 191)

32. ENVIRONMENTAL REQUIREMENTS (Added 09-16-92, PN 191.)

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER and a representative of Rural Development. Construction shall be temporarily halted pending the notification process and further directions issued by Rural Development after consultation with the State Historic Preservation Officer (SHPO).

32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER and a representative of Rural Development. Construction shall be temporarily halted pending the notification process and further directions issued by Rural Development after consultation with the U.S. Fish and Wildlife Service.

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FmHA Supplemental General Conditions

The provisions of the Farmers Home Administration (FmHA) Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General Conditions which are not changed, amended, or supplemented; remain in full force.

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| 1. CONTRACT APPROVAL | 9. SMALL, MINORITY AND WOMEN'S
BUSINESSES |
| 2. CONTRACT CHANGE ORDERS | 10. ANTI-KICKBACK |
| 3. PARTIAL PAYMENT ESTIMATES | 11. VIOLATING FACILITIES |
| 4. CONFLICT OF INTEREST | 12. STATE ENERGY POLICY |
| 5. PROTECTION OF LIVES AND PROPERTY | 13. EQUAL OPPORTUNITY
REQUIREMENTS |
| 6. REMEDIES | 14. CERTIFICATE OF OWNER'S
ATTORNEY |
| 7. GRATUITIES | 15. FmHA CONCURRENCE |
| 8. AUDIT AND ACCESS TO RECORDS | |

1. Contract Approval.

1.1 The OWNER and the CONTRACTOR will furnish the OWNER'S Attorney such evidence as required so that the OWNER'S Attorney can complete and execute "Certificate of Owner's Attorney" (Section 14) before the OWNER submits the executed Contract Documents to FmHA for approval.

1.2 Concurrence by the FmHA State Director or designee in the award of the CONTRACT is required before it is effective and the "FmHA Concurrence" (Section 15), shall be attached and made a part of the Agreement.

1.3 When a Performance BOND and Payment BOND are provided, the United States acting through the Farmers Home Administration will be named as co-obligee in these BONDS unless prohibited by State law. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

1.4 This CONTRACT is expected to be funded in part with funds from the FmHA. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this CONTRACT or any SUBCONTRACT.

2. Contract Change Orders.

2.1 All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order which is mutually agreed to by the OWNER and CONTRACTOR and is approved by FmHA. The contract change order will include extra work, work for which quantities

have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

2.2 Form RD 1924-7, "Contract Change Order" or similar form approved by FmHA shall be used to record CONTRACT changes. (Revised 5-12-87, SPECIAL PN.)

2.3 When the CONTRACT sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work contemplated by this CONTRACT.

3.. Partial Payment Estimates.

3.1 Form RD 1924-18, "Partial Payment Estimate," or similar form approved by FmHA shall be used when periodic payments due the CONTRACTOR. (Revised 5-12-87, SPECIAL PN.)

3.2 The OWNER may after consultation with the ARCHITECT/ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

3.2.1 Defective work not remedied.

3.2.2 Claims filed.

3.2.3 Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.

3.2.4 A reasonable doubt that the WORK can be completed for the balance then unpaid.

3.2.5 Damage to another CONTRACTOR.

3.2.6 Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

3.3 Where WORK on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.

3.4 When the items in 3.2 and 3.3 are cured, payment shall be made for amounts withheld because of them.

3.5 Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

4. Conflict of Interest.

4.1. Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer if the ENGINEER or ARCHITECT (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations which are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

4.2. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

5. Protection of Lives and Property

5.1 In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

5.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. Remedies. Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and

the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

6.1 The arbitration provisions of this section may be initiated by either party to this CONTRACT by filing with the other party and the ENGINEER/ARCHITECT a WRITTEN REQUEST for arbitration.

6.2 Each party to this CONTRACT will appoint one arbitrator; the two arbitrators will select a third arbitrator.

6.3 The arbitrators will select a hearing location as close to the OWNER'S locale as possible.

6.4 The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. Gratuities.

7.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the OWNER, the State, or FmHA officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

7.2 In the event this CONTRACT is terminated as provided in paragraph 7.1 the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount has determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

8. Audit and Access to Records. For all negotiated contracts, (except those of \$10,000 or less), the FmHA, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. Small, Minority and Women's Businesses. If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.
10. Anti-Kickback. The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 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 employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The OWNER shall report all suspected or reported violations to FmHA.
11. Violating Facilities. Where this CONTRACT exceeds \$100,000 the CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. The CONTRACTOR will report violations to the EPA.

12. State Energy Policy: The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.
13. Equal Opportunity Requirements. For all contracts in excess of \$10,000, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

13.1 If the CONTRACT exceeds \$10,000, the CONTRACTOR will execute Form RD 400-6, "Compliance Statement."

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

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

14. Certificate of Owner's Attorney.

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have 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 terms, conditions, and provisions thereof.

Date: _____

NOTE: Delete phrase "performance and payment bonds" when not applicable.

15. FmHA Concurrence.

As lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, the Farmers Home Administration (FmHA) hereby concurs in the award of this CONTRACT to

U.S. Department of Agriculture
Farmers Home Administration

By _____ Title _____

Date _____

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

Form RD 1924-18 (Rev. 6-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY 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	_____
				3. Revised Contract (1 + 2)	_____
				4. Work Completed*	_____
				5. Stored Materials*	_____
				6. Subtotal (4 + 5)	_____
				7. Retainage*	_____
				8. Previous Payments	_____
				9. Amount Due (6-7-8)	_____
TOTALS					
NET CHANGE					

* Detailed breakdown attached

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

<p>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 was issued and payments received from the owner, and that current payment shown herein is now due.</p> <p>Contractor _____</p> <p>By _____</p> <p>Date _____</p> <p>APPROVED BY OWNER:</p> <p>Owner _____</p> <p>By _____</p> <p>Date _____</p>	<p>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.</p> <p>Architect or Engineer _____</p> <p>By _____</p> <p>Date _____</p> <p>ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>
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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.

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT <i>(revised)</i>			THIS PERIOD		TOTAL TO DATE		% COMPLETE
		QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
			\$	\$		\$		\$	
TOTALS									

TYPICAL LUMP SUM PRICE BREAKDOWN *

TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *

ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COMPLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
		\$	\$	\$			\$	\$	
						RETAINAGE			
							THIS ESTIMATE	PERCENT	RETAINED
						\$		%	\$
WORK COMPLETED:									
STORED MATERIALS:									
OTHER <i>(explain)</i>									
TOTALS						TOTAL			

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

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

CONTRACT FOR

OWNER

ORDER NO.

DATE

STATE

COUNTY

To

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$	\$
TOTALS	\$	
NET CHANGE IN CONTRACT PRICE	\$	

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____ Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

Public reporting burden for this collection of information 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 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.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

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

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

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

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.

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

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

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

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 than 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 it 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 Nonprocurement List.
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.

UNITED STATES DEPARTMENT OF AGRICULTURE

EQUAL EMPLOYMENT OPPORTUNITY

CONTRACT COMPLIANCE NOTICES

(1) The following notices shall be included in all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 pursuant to Department of Labor (OFCCP) regulations 41 CFR, Part 604.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables: Goals for Goals for female

minority participation in

participation for each trade ____

each trade ____

Insert goals for Insert goals for

each year. each year.

These goals are applicable to all the Contractors construction work (whether or it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" Includes:
 - i) Black (all persons having origins in the Black African racial groups not of Hispanic origin);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the, original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor, in the covered area either individually through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provision of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its Obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through P of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, or the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices, and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contract shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading program and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection recruitment's where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through P). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through P of these Specifications provided that the contract, or actively participates in the group. Makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority, consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such

sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specification, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development, Block Grant Program).

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)

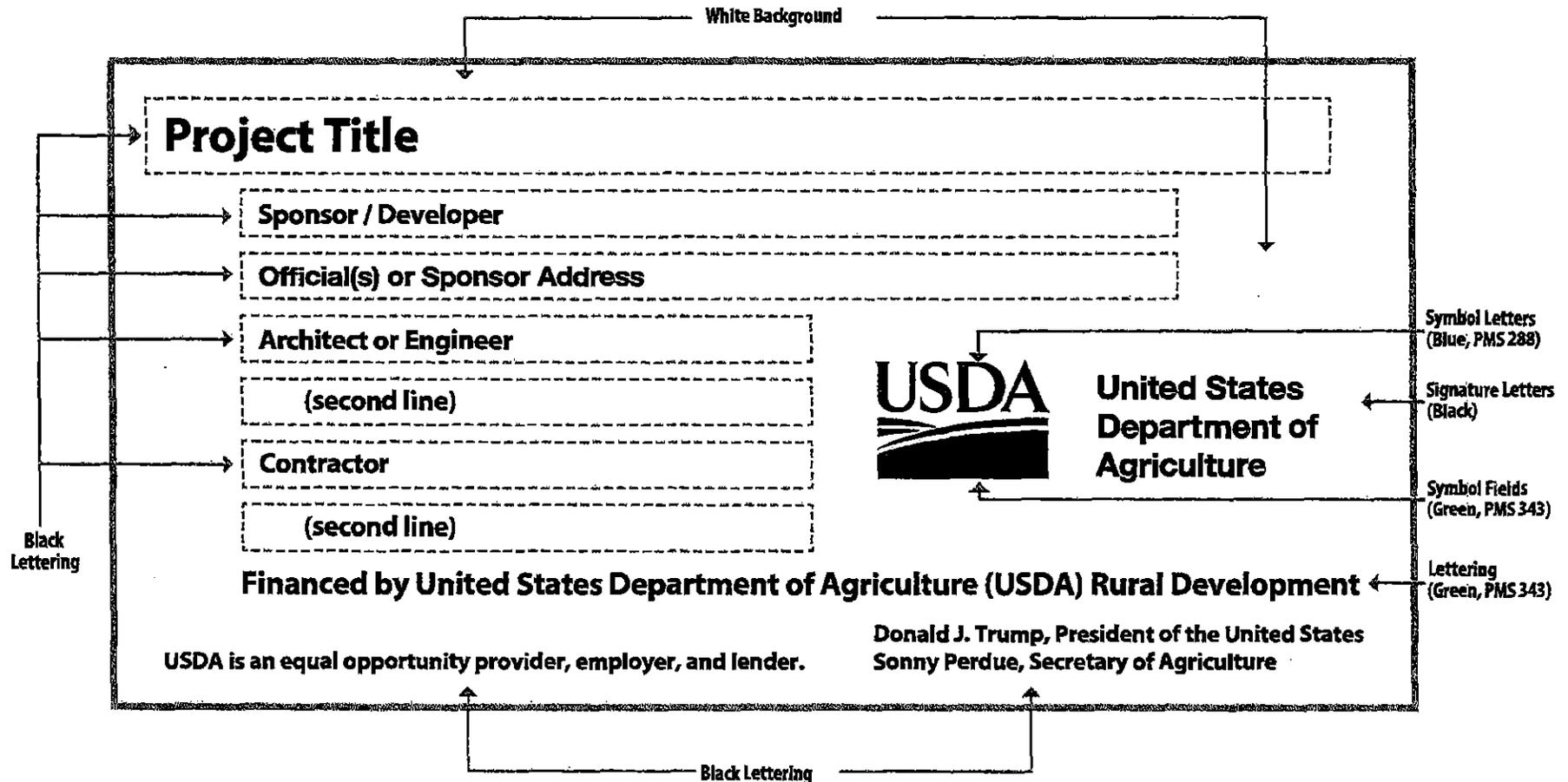
(date)

(title)

oOo

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

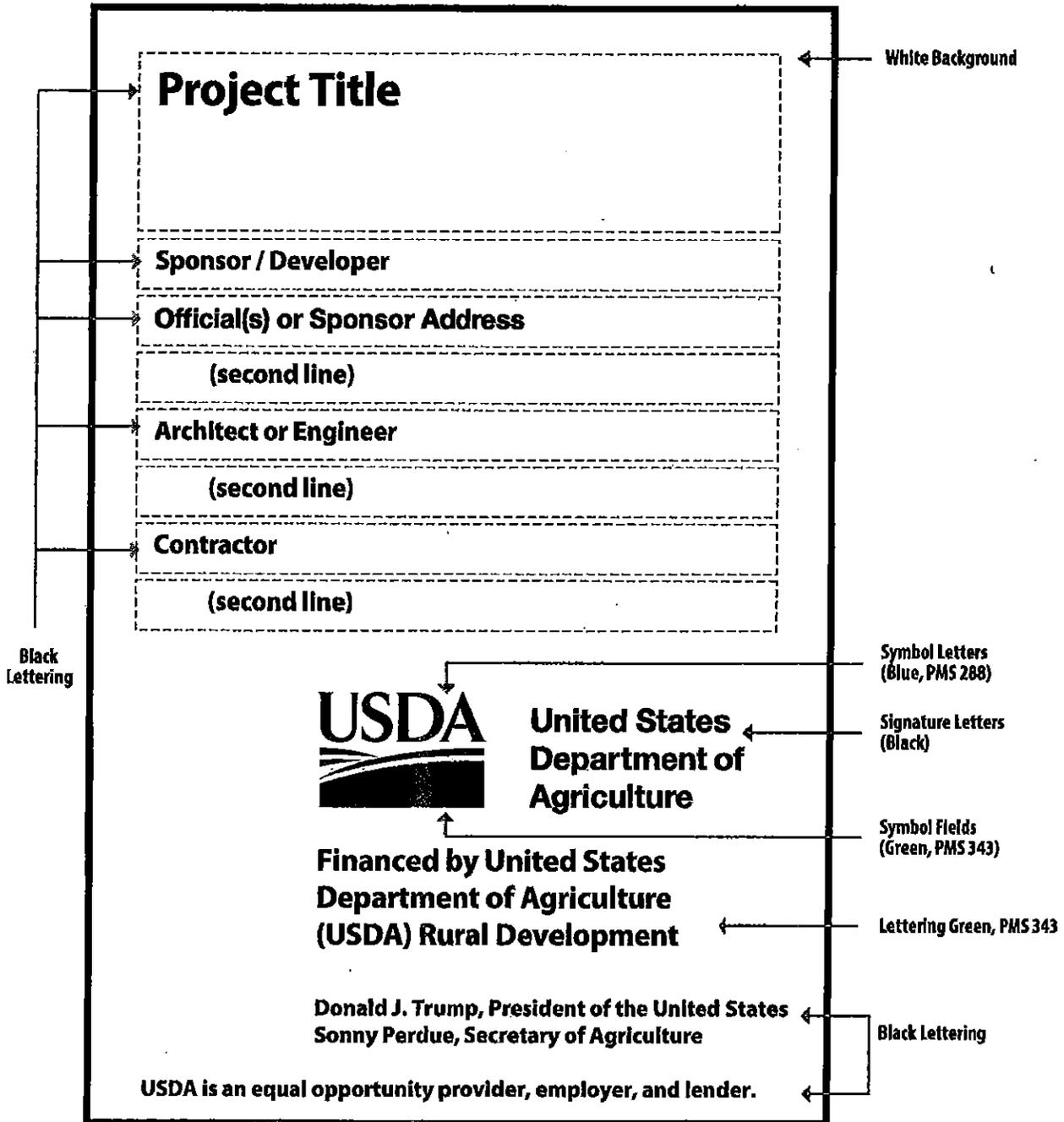
Recommended Fonts: Helvetica, Arial, or Myriad Pro



SIGN DIMENSIONS : 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica, Arial, or Myriad Pro



SIGN DIMENSIONS : 1200 mm x 1800 mm x 19 mm (approx. 4' x 6' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

Gullah Farmers Cooperative Association

Physical Address
51 Ball Park Road
Saint Helena Island, South Carolina 29920

Mailing Address
Post Office 142
Saint Helena Island, South Carolina 29920

Applicable Codes
2015 International Building Code
2015 International Fire Code
2015 International Mechanical Code
2015 International Plumbing Code
2014 National Electrical Code

Project Description
The existing structure is known as The Old Leroy Browne Building. It functioned as a medical office first constructed in 1977 until abandoned in 2010. The proposed use will be an agricultural processing plant where produce will be cleaned, chopped and packaged for distribution.

Proposed Square Footage
Heated Square Footage = 10,081 square feet
Covered Walks = 438 square feet

Existing Construction Makeup
The exterior walls and some interior walls are CMU block. The majority of the interior partitions are metal studs. The foundation is a concrete slab. The roof system is a metal truss system with a corrugated metal deck and builtup composite roofing above with a suspended acoustic tile ceiling below.

Occupancy Classification
Section 306.2
Group F1

Section 311.2
Group S1

Section 304
Group B

Type of Construction
Section 602.2
Type IIB

Allowable Building Height
Table 504.3
Type IIB for F1 without sprinklers is limited to 55 feet height.

Allowable Numbers of Stories
Table 504.4
Type IIB for F1 without sprinklers is limited to two stories.

Allowable Building Area
Table 506.2
Group F1 Type IIB without sprinklers is allowed 15,500 sq feet

Fire Resistance Rating Requirements for Building Elements
Table 601
Type IIB construction requires zero hours for the structural frame, exterior and interior bearing walls, exterior and interior nonbearing walls, floor construction and roof construction.

Minimum Number of Exits or Access to Exits per Story
Table 1006.3.1
Two Exits Required

Exit Locations
Section 1007.1.1
Separation of exit doors not less than one half of the length of the maximum overall diagonal dimension of the area served.

Exit Access Travel Distance
Table 1017.2
200 feet

Maximum Floor Area per Occupant
Table 1004.1.2
Industrial Areas = 2444 /100 gross = 25 occupants
Accessory Storage Areas = 6553/300 gross = 22 occupants
Business Areas= 1084/100 gross= 11 occupants
Total Occupant Load = 58 occupants

Separation of Occupancies
Table 508.4
No Separation Required

Corridors
Table 1020.1
1 Hour Rated Walls

Manual Fire Alarm System
[F] 907.2.2
[F] 907.2.4
Not Required
[F] 907.2.15
Fire Marshal to determine type of commodity classification and establish a maximum height for storage. Refer to Section 3206.5 of the 2015 International Fire Code

Portable Fire Extinguishers
[F] 906.1
Required
Fire Marshal to determine number, location and type

Designated Aisles in Storage Area
Fire Marshal to determine width and designated floor marking requirements for aisle designation in the storage areas.

Sprinklers
Section [F]903.2.4
Not Required
Section [F]903.2.9
Not Required

Means of Egress Illumination
Section 1008

Exit Signs
Section 1013

Doors
Section 1010

Door Operations and Hardware
Section 1010.1.9
ICC A117.1 404.2.6
Handles, pulls, latches, locks, and other operable parts on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, pinching or twisting of the wrist to operate. Operable parts of hardware shall be 34" minimum and 48" maximum above floor.

Plumbing
[P] Table 2902.1
Based on F1 and S1
Male - One Water Closet and One Lavatory
Female - One Water Closet and One Lavatory
One Drinking Fountain
One Service Sink
[P] 2902.2
Separate Facilities Required for Each Sex
Eyewash Station and Emergency Shower determined by OSHA Regulations

Accessibility Requirements
Chapter 11
The building is required to be accessible to persons with physical disabilities.

H/C Parking
Two handicap parking spaces to be added in front of office space.

Site Conditions
The site conditions will be reviewed with the local fire marshal.

Interior Finishes
Table 803.11
Class C Classification Required

Demolition of Existing Materials for Safety
Contractor to remove all sheetrock and acoustic ceiling tiles to address mold issue. All broken glass in existing windows or doors to be removed or replaced. Apply 3M Safety Glazing Film or equivalent to existing glass if not marked with tempered safety glass note.

INDEX

- C-1 CODE ANALYSIS, INDEX, SCHEDULES
- S-1 UFAS AND SITE IMPROVEMENTS
- A-1 EXISTING FLOOR PLAN
- A-2 DEMOLITION FLOOR PLAN
- A-3 PROPOSED FLOOR PLAN
- A-4 SCHEDULES & DETAILS
- A-5 ANSI ILLUSTRATIONS



DATE:
7/6/18

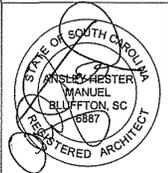
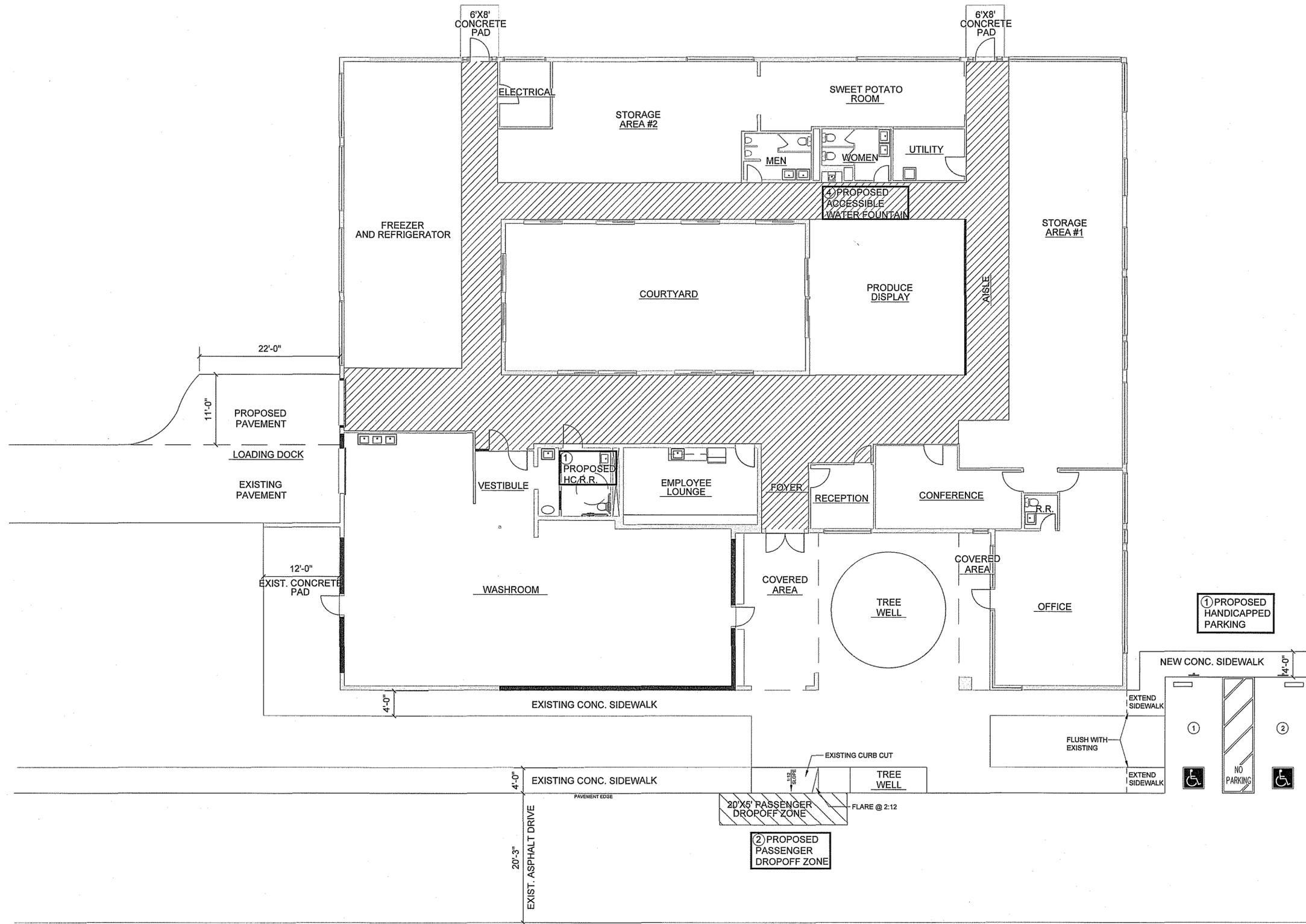
MANUEL STUDIO, LLC
104 Pritchard Street Bluffton, South Carolina 29910
843-338-8932

GULLAH FARMERS
COOPERATIVE ASSOCIATION
51 BALL PARK RD.
SAINT HELENA ISLAND SOUTH CAROLINA 29920

CODE ANALYSIS, INDEX & SCHEDULES

SHEET

C-1



DATE :
7/6/18

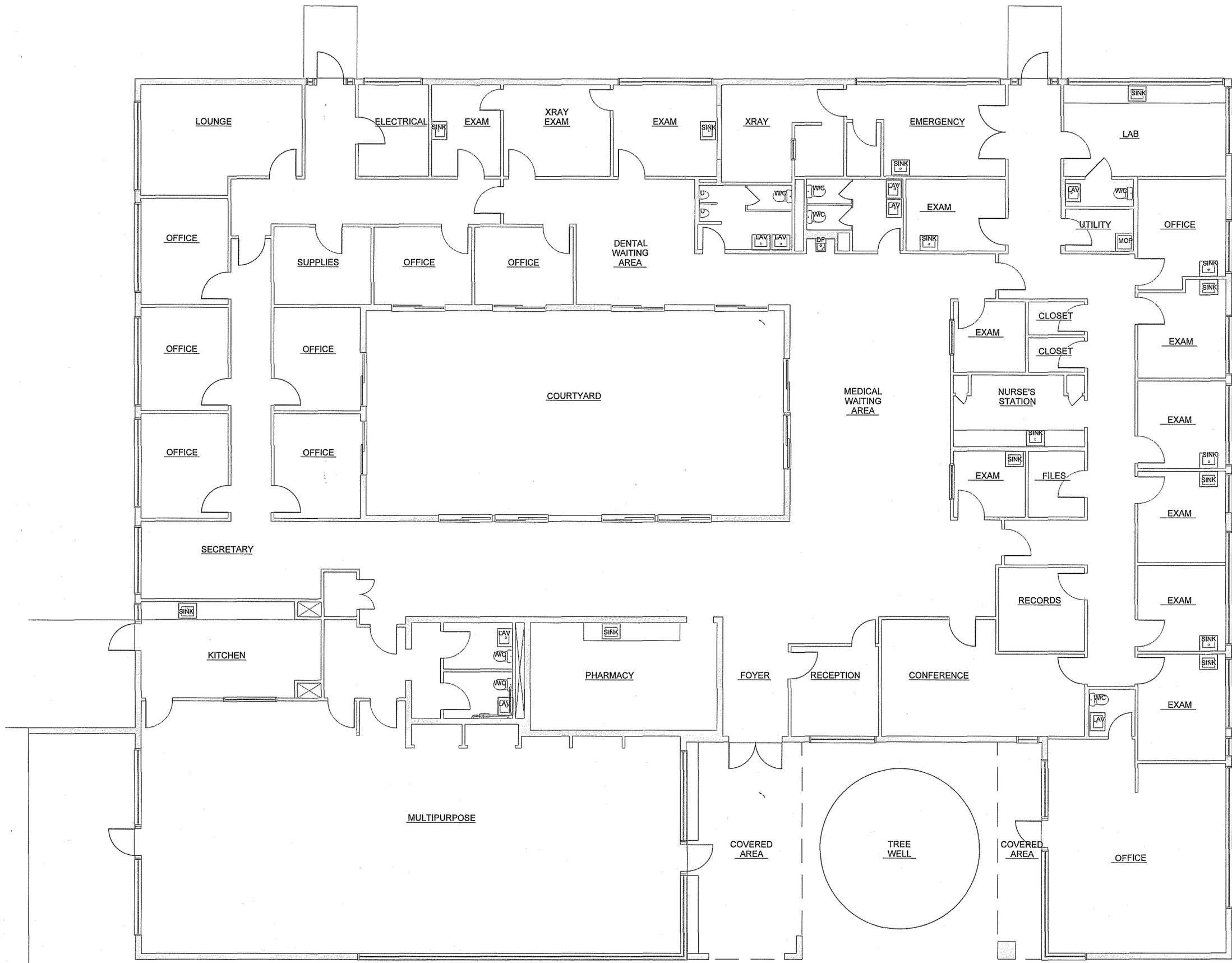
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UFAS AND SITE IMPROVEMENTS

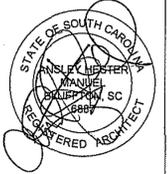
SHEET
S1

A UFAS AND SITE IMPROVEMENTS
S1 SCALE: 1/8" = 1'-0"



LEGEND	
	EXISTING WALL

A EXISTING FLOOR PLAN
A-1 SCALE: 3/16"=1'-0"



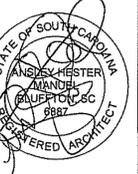
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EXISTING FLOOR PLAN

SHEET
A-1



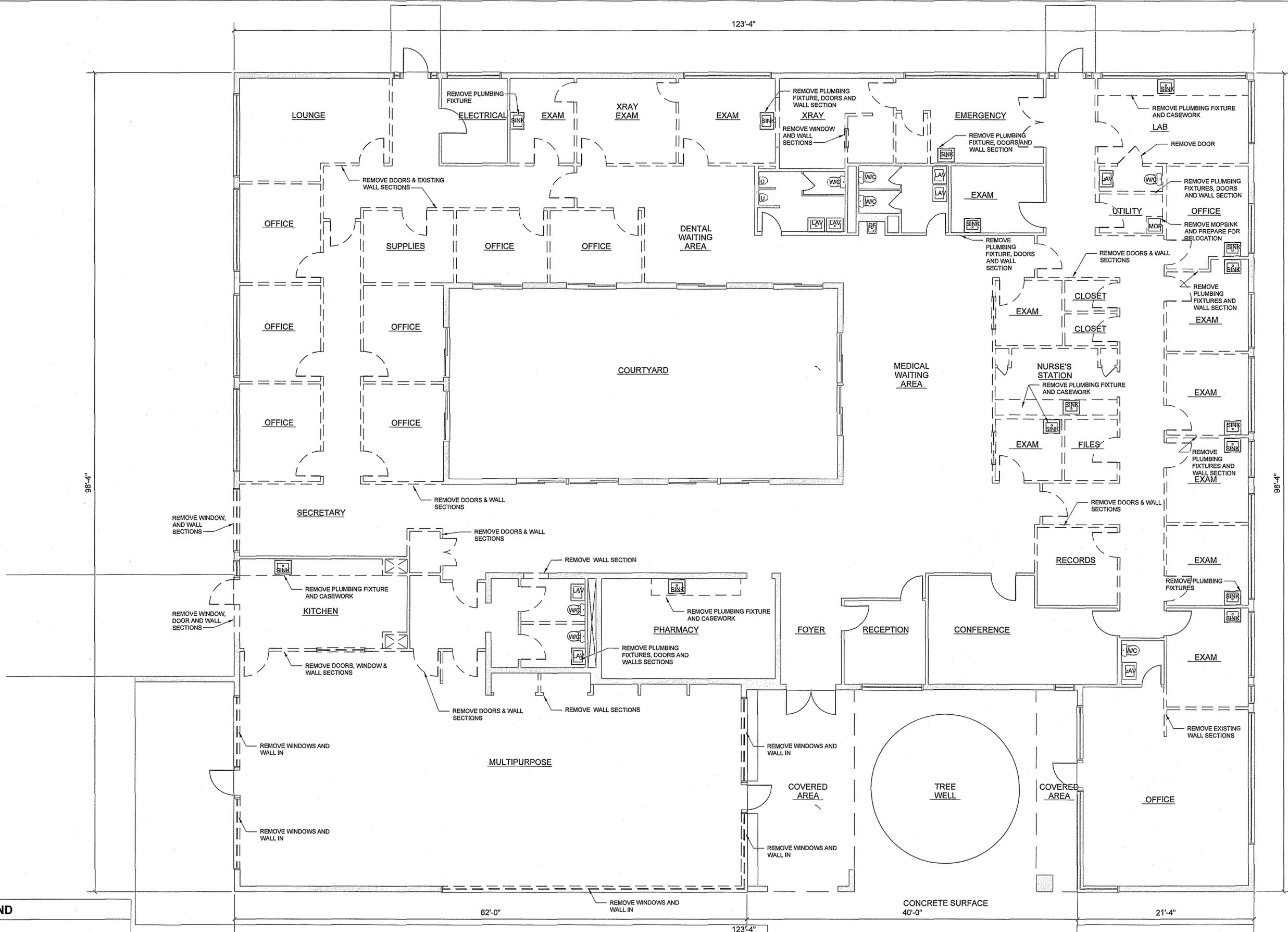
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DEMOLITION FLOOR PLAN

SHEET
A-2



LEGEND

- EXISTING WALL
- REMOVE EXISTING WALL, PREPARE SURROUNDING SURFACES

A DEMOLITION FLOOR PLAN
A-2 SCALE: 3/16"=1'-0"

REMOVE ALL ACOUSTICAL TILE, SHEETROCK, INSULATION AND ANY OTHER SOURCE OF MOLD. PREPARE EXTERIOR DOORS FOR REFINISHING AS NEEDED. ALL BROKEN GLASS IN EXISTING WINDOWS OR DOORS TO BE REMOVED OR REPLACED.



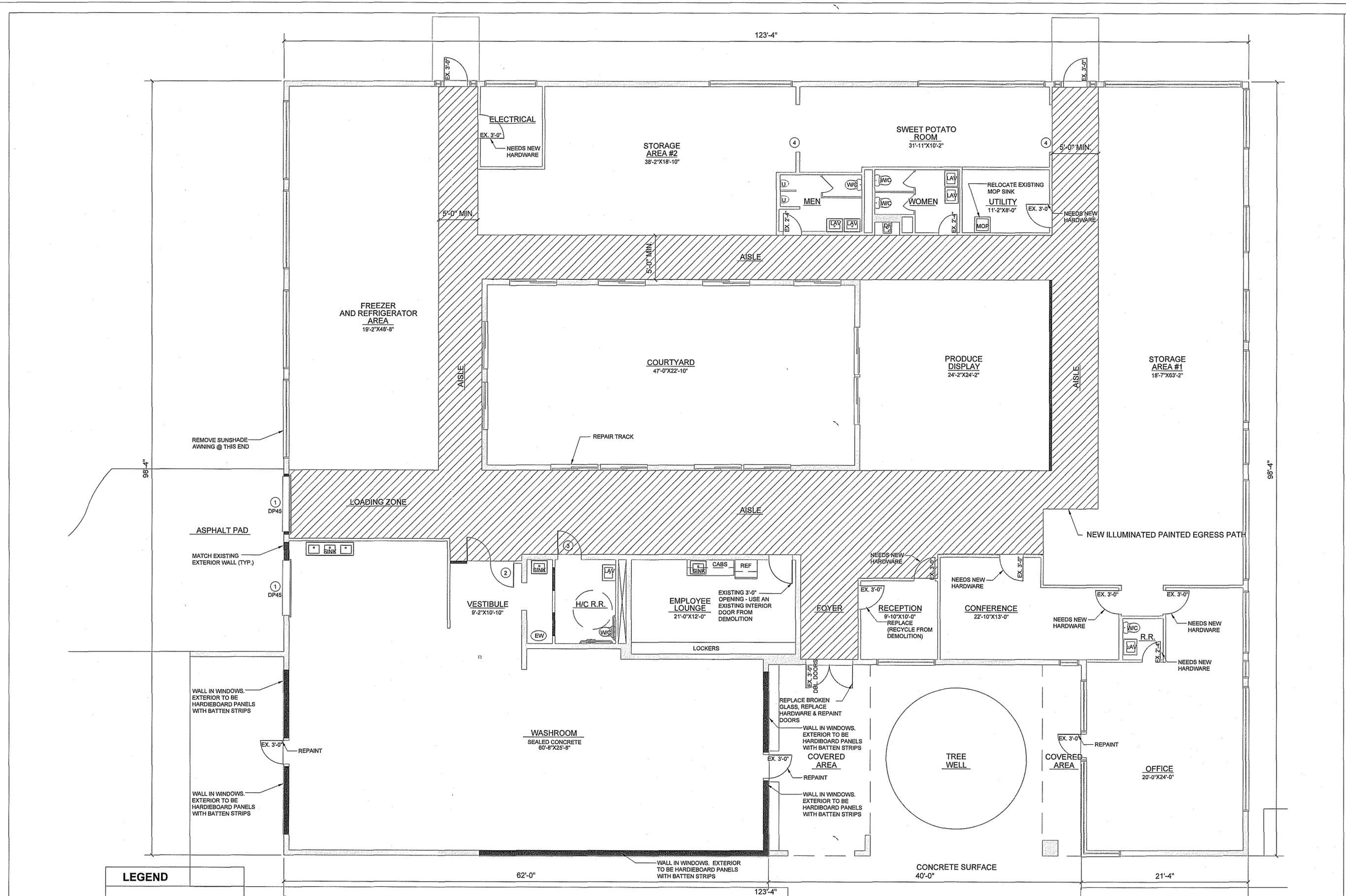
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**GULLAH FARMERS
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51 BALL PARK RD.
SAINT HELENA ISLAND, SOUTH CAROLINA 29920

SHEET
A-3

PROPOSED FLOOR PLAN



LEGEND	
	EXISTING WALL
	NEW 4" STUD WALL UNLESS NOTED OTHERWISE

A
A-3 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

ADD LUMINOUS EGRESS PATH (MIN. 5' WIDE @ MAIN, MIN. 3' @ SIDE BRANCHES) IN PHOTOLUMINESCENT EPOXY PAINT. REQUIRES EMERGENCY ILLUMINATION OF 1 FOOT CANDLE (CONFIRM W/ FIRE MARSHAL)

ALL DOOR LATCHES TO BE REPLACED TO COMPLY WITH ACCESSIBILITY STANDARDS. FINISH EXTERIOR DOORS AS NEEDED. APPLY 3M SAFETY FILM OR EQUIVALENT TO EXISTING GLASS NOT MARKED WITH TEMPERED GLASS NOTE

ALL METALS JAMBS NEED TO HAVE PEELING PAINT REMOVED & REPAINTED.

ROOM SCHEDULE - ALL INTERIOR FINISHES MUST MEET CLASS C CLASSIFICATION

ROOM	FLOOR	WALL	CEILING	BASE
FREEZER & REFRIGERATOR AREA	SEALED CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
LOADING ZONE	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
CORRIDOR	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
ELECTRICAL	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
STORAGE AREA 2	SEALED CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
SWEET POTATO ROOM	SEALED CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
MEN	SEALED CONC.	SHEETROCK	A.C.T.	RUBBER COVE BASE
WOMEN	SEALED CONC.	SHEETROCK	A.C.T.	RUBBER COVE BASE
UTILITY	CONC.	SHEETROCK	EXPOSED	RUBBER COVE BASE
PRODUCE DISPLAY	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
STORAGE AREA 1	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
VESTIBULE	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
WASHROOM	SEALED CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
R.R. HALL	SEALED CONC.	SHEETROCK	A.C.T.	RUBBER COVE BASE
H/C R.R.	SEALED CONC.	SHEETROCK	A.C.T.	RUBBER COVE BASE
EMPLOYEE LOUNGE	SEALED CONC.	SHEETROCK	EXPOSED	RUBBER COVE BASE
FOYER	CONC.	FRP WALL BOARD	EXPOSED	RUBBER COVE BASE
RECEPTION	TILE	FRP WALL BOARD	A.C.T.	RUBBER COVE BASE
CONFERENCE ROOM	TILE	SHEETROCK	A.C.T.	RUBBER COVE BASE
R.R.	TILE	SHEETROCK	A.C.T.	RUBBER COVE BASE
OFFICE	TILE	SHEETROCK	A.C.T.	RUBBER COVE BASE

DOOR SCHEDULE

MASONITE MAY BE USED AS ALTERNATE MATERIAL FOR INTERIOR DOORS

DOOR #	WIDTH & HEIGHT	STYLE	REMARKS	LITES
1	7'-0" X 8'-0"	OVERHEAD		N/A
2	6'-0" X 7'-0"	HALF GLASS	DOUBLE DOORS, OPP SWING	1
3	3'-0" X 7'-0"	SOLID		N/A
4	6'-0" X 7'-0"	N/A	PVC VINYL STRIP CURTAIN DOOR	N/A

WINDOW NOTE!

MOST EXTERIOR WINDOWS ARE BOARDED UP. ARCHITECT UNABLE TO DETERMINE WHETHER WINDOWS ARE TEMPERED AND/OR NEED TO BE REPLACED OR REPAIRED DUE TO BROKEN GLASS.



DATE :
7/5/18

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843-338-8932

GULLAH FARMERS
COOPERATIVE ASSOCIATION
51 BALL PARK RD.
SAINT HELENA ISLAND SOUTH CAROLINA 29920
SCHEDULES & DETAILS

SHEET
A-4



06/22/18

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SAINT HELENA, SC

PLUMBING
SCHEDULES
AND DETAILS

REV.	DATE	DESCRIPTION

PROJECT ID: 2017.16.02
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CHECKED BY: RL
DATE: 06/22/18

P001

PLUMBING FIXTURE SCHEDULE

MARK	TYPE	MANUFACTURER	MODEL #	TRIM	REMARKS
P-1	WATERCLOSET	AMERICAN STANDARD	215AA.104	AMERICAN STANDARD SEAT: 5350.110	HDCP, TANK TYPE
P-2	LAVATORY	ELKAY	0355.012	AMERICAN STANDARD FAUCET: 7385.003	HDCP, WALL MOUNTED
P-3	EYE WASH	GUARDIAN	G1814P	-	-

ADDITIONAL PLUMBING FIXTURE INFORMATION BY OWNER

PLUMBING MATERIALS SCHEDULE

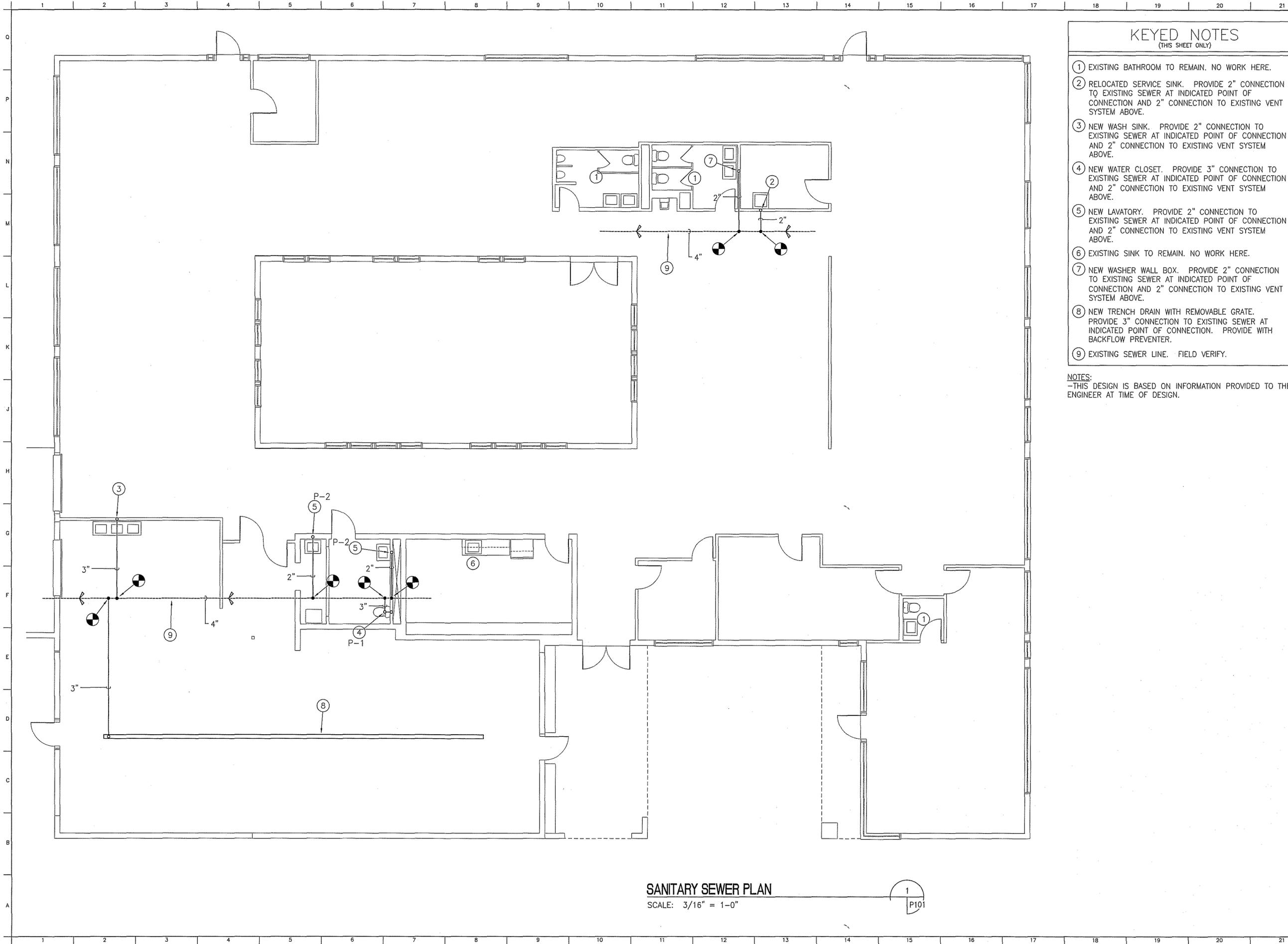
TYPE	MANUFACTURER	MODEL #	TRIM	REMARKS
FLOOR DRAIN	ZURN	ZN-415-5S-P	-	WITH TRAP PRIMER
FLOOR CLEANOUT	ZURN	ZN-1400	-	-

PLUMBING LEGEND

	FLOOR DRAIN
	FLOOR SINK
	CLEANOUT (WALL)
	CLEANOUT (FLOOR)
	CLEANOUT (GRADE)
	SHUT-OFF VALVE AND BOX
	3/4" FREEZEPROOF HOSE BIBB, WITH BACKFLOW PREVENTER
	SANITARY SEWER LINE (NEW)
	SANITARY SEWER LINE (EXISTING)
	GREASE WASTE (NEW)
	GREASE WASTE (EXISTING)
	VENT LINE
	HOT WATER
	COLD WATER
	NATURAL GAS
	POINT OF CONNECTION

GENERAL PLUMBING NOTES

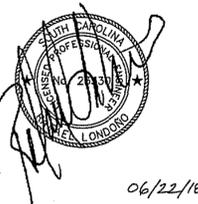
1. THE PLUMBING SYSTEM SHALL COMPLY WITH THE ADOPTED EDITION OF THE INTERNATIONAL PLUMBING CODE.
2. THIS DRAWING IS SCHEMATIC IN NATURE ONLY. EXACT ROUTING SHALL BE DEPENDENT ON LOCAL CONDITIONS.
3. DO NOT SCALE PLANS. ROUGHING TO BE PERFORMED FROM ARCHITECTURAL AND EQUIPMENT MANUFACTURER'S DRAWINGS. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATIONS.
4. CONTRACTORS TO VERIFY ALL EQUIPMENT REQUIREMENTS WITH OWNER PRIOR TO BEGINNING WORK.
5. PLUMBING CONTRACTOR TO SUPPLY SUBMITTALS ON ALL FIXTURES TO OWNER FOR APPROVAL PRIOR TO BEGINNING WORK.
6. ALL MATERIALS NECESSARY FOR FINAL COMPLETION OF DESIGN SHOWN ON THESE PLANS WILL BE SUPPLIED AND INSTALLED BY PLUMBING CONTRACTOR UNLESS NOTED OTHERWISE.
7. COORDINATE PLUMBING PIPING WITH AIR CONDITIONING DUCTS AND ELECTRICAL CONDUIT.
8. COORDINATE HVAC CONDENSATION DRAIN, WATER HEATER PAN AND AIR HANDLER PAN TIE-IN LOCATIONS WITH MECHANICAL PLAN, HVAC CONTRACTOR, AND ARCHITECT.
8. ALL WATER RUN ABOVE CEILING UNLESS INDICATED OTHERWISE.
9. PROVIDE COPPER PIPING FOR ALL NEW HOT & COLD POTABLE WATER. SIZE AS INDICATED ON DRAWINGS. PEX IS AN ACCEPTABLE SUBSTITUTE.
10. PROVIDE 12" HIGH AIR HAMMERS AT ALL FIXTURE WATER SUPPLIES ONE PIPE SIZE LARGER THAN RISER.
11. FOR HOT WATER HEATING AND SUPPLY, PROVIDE A MINIMUM TEMP OF 120°F AND A MAXIMUM OF 130°F AT THE FIXTURE, UNLESS SPECIFIC APPLIANCES OR EQUIPMENT SPECIFICALLY REQUIRE HIGHER TEMPERATURE WATER SUPPLY.
12. HEAT TRAPS OR CHECK VALVES SHALL BE INSTALLED ON BOTH COLD AND HOT WATER LINES AT WATER HEATERS WITH VERTICAL RISERS. INSULATION WITH A MINIMUM VALUE OF R-1.0 ON THE FIRST 8 FEET OF OUTLET PIPING AND THE INLET PIPING THRU THE HEAT TRAP OR CHECK VALVE.
13. PROVIDE PADDING ON ALL EXPOSED SUPPLIES AND DRAINS OF LAVATORIES IN MEN'S AND WOMEN'S RESTROOMS, PER HANDICAPPED CODE.
14. INSTALL FIXTURE TRAPS AND TRAP SEALS PER THE ADOPTED EDITION OF THE INTERNATIONAL PLUMBING CODE.



KEYED NOTES
(THIS SHEET ONLY)

- ① EXISTING BATHROOM TO REMAIN. NO WORK HERE.
- ② RELOCATED SERVICE SINK. PROVIDE 2" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION AND 2" CONNECTION TO EXISTING VENT SYSTEM ABOVE.
- ③ NEW WASH SINK. PROVIDE 2" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION AND 2" CONNECTION TO EXISTING VENT SYSTEM ABOVE.
- ④ NEW WATER CLOSET. PROVIDE 3" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION AND 2" CONNECTION TO EXISTING VENT SYSTEM ABOVE.
- ⑤ NEW LAVATORY. PROVIDE 2" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION AND 2" CONNECTION TO EXISTING VENT SYSTEM ABOVE.
- ⑥ EXISTING SINK TO REMAIN. NO WORK HERE.
- ⑦ NEW WASHER WALL BOX. PROVIDE 2" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION AND 2" CONNECTION TO EXISTING VENT SYSTEM ABOVE.
- ⑧ NEW TRENCH DRAIN WITH REMOVABLE GRATE. PROVIDE 3" CONNECTION TO EXISTING SEWER AT INDICATED POINT OF CONNECTION. PROVIDE WITH BACKFLOW PREVENTER.
- ⑨ EXISTING SEWER LINE. FIELD VERIFY.

NOTES:
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COOPERATIVE ASSOCIATION
SAINT HELENA, SC

SANITARY SEWER PLAN

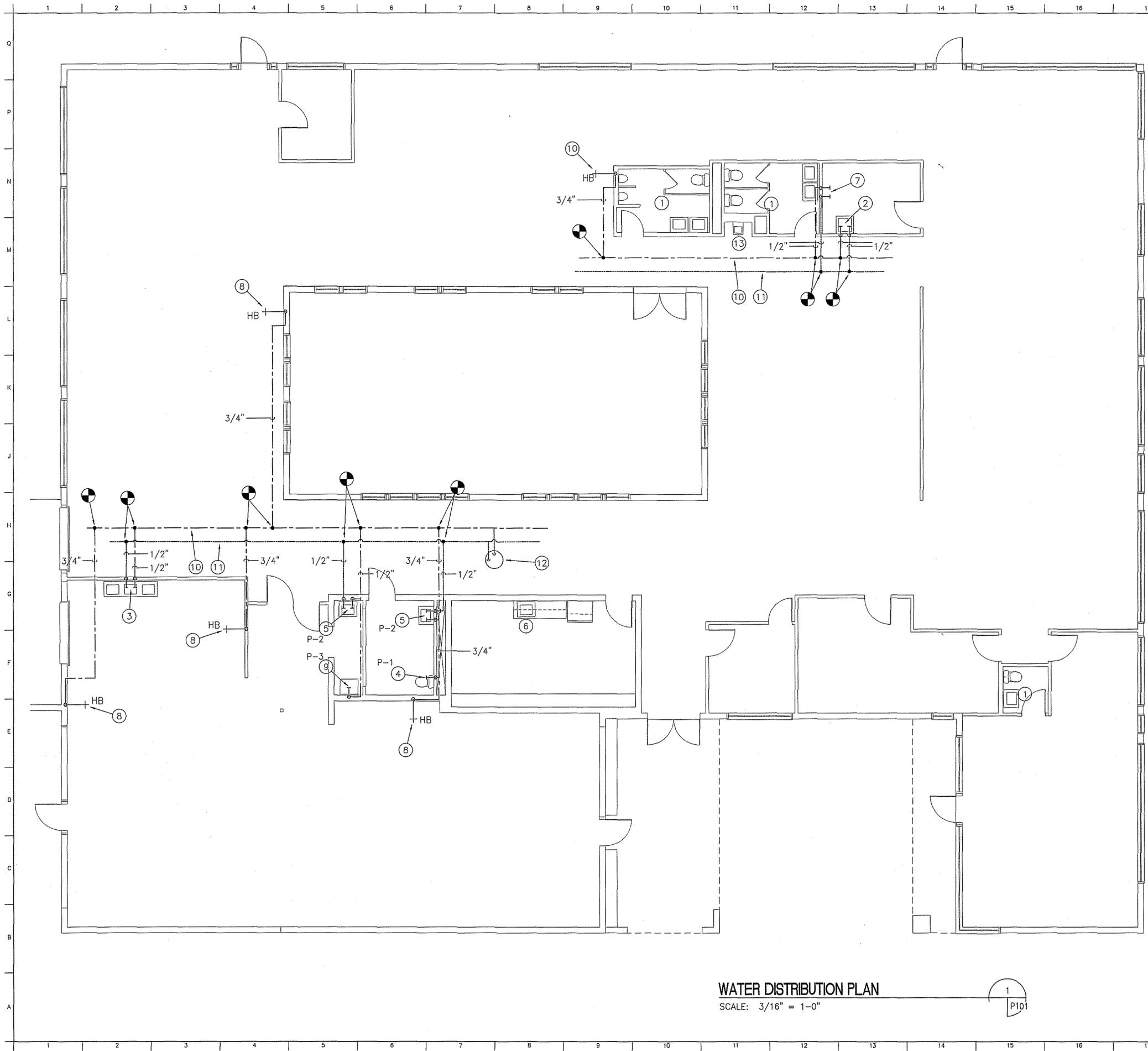
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PROJECT NO. 2017.16.02
DRAWN BY RL
CHECKED BY RL
DATE 06/22/18

SANITARY SEWER PLAN
SCALE: 3/16" = 1-0"



P101



KEYED NOTES
(THIS SHEET ONLY)

- ① EXISTING BATHROOM TO REMAIN. NO WORK HERE.
- ② RELOCATED SERVICE SINK. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING HOT AND COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ③ NEW VEGETABLE WASH SINK. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING HOT AND COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ④ NEW WATER CLOSET. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ⑤ NEW LAVATORY. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING HOT AND COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ⑥ EXISTING SINK TO REMAIN. NO WORK HERE.
- ⑦ WASHER WALL BOX. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING HOT AND COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ⑧ NEW HOSE BIB WITH BACKFLOW PREVENTER. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING HOT AND COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ⑨ NEW EYE WASH. PROVIDE 1/2" CONNECTION WITH SHUT OFF VALVE TO EXISTING COLD WATER SUPPLY SYSTEM ABOVE AT INDICATED POINT OF CONNECTION.
- ⑩ EXISTING COLD WATER LINE. FIELD VERIFY.
- ⑪ EXISTING HOT WATER LINE. FIELD VERIFY.
- ⑫ EXISTING WATER HEATER. FIELD VERIFY.
- ⑬ EXISTING WATER COOLER. FIELD VERIFY.

NOTES:
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 -ALL WATER LINES TO BE ABOVE CEILING U.O.N.



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WATER DISTRIBUTION PLAN

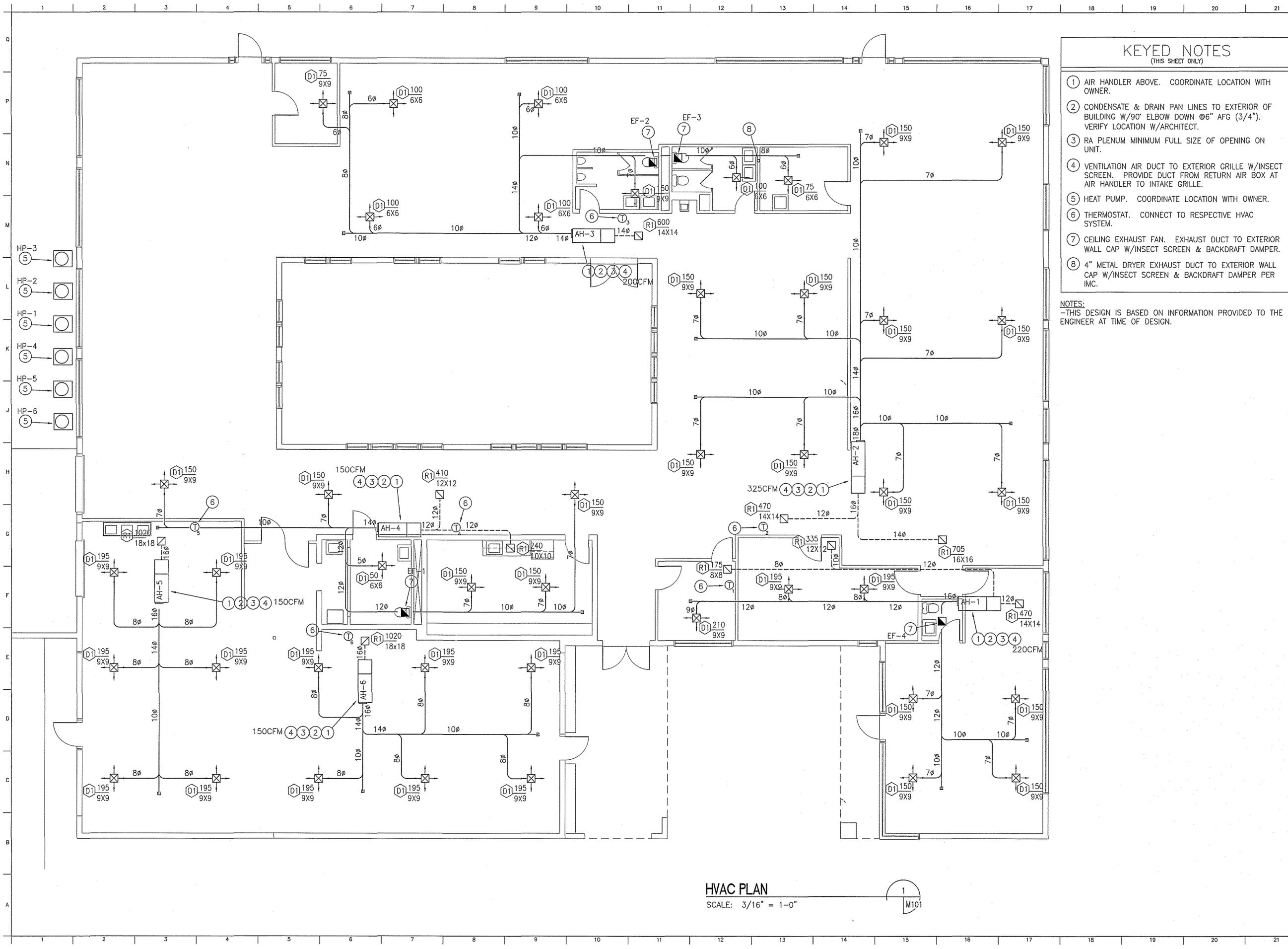
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 DATE 06/22/18

WATER DISTRIBUTION PLAN
SCALE: 3/16" = 1-0"



P201



KEYED NOTES
(THIS SHEET ONLY)

- ① AIR HANDLER ABOVE. COORDINATE LOCATION WITH OWNER.
- ② CONDENSATE & DRAIN PAN LINES TO EXTERIOR OF BUILDING W/90° ELBOW DOWN @6" AFG (3/4"). VERIFY LOCATION W/ARCHITECT.
- ③ RA PLENUM MINIMUM FULL SIZE OF OPENING ON UNIT.
- ④ VENTILATION AIR DUCT TO EXTERIOR GRILLE W/INSECT SCREEN. PROVIDE DUCT FROM RETURN AIR BOX AT AIR HANDLER TO INTAKE GRILLE.
- ⑤ HEAT PUMP. COORDINATE LOCATION WITH OWNER.
- ⑥ THERMOSTAT. CONNECT TO RESPECTIVE HVAC SYSTEM.
- ⑦ CEILING EXHAUST FAN. EXHAUST DUCT TO EXTERIOR WALL CAP W/INSECT SCREEN & BACKDRAFT DAMPER.
- ⑧ 4" METAL DRYER EXHAUST DUCT TO EXTERIOR WALL CAP W/INSECT SCREEN & BACKDRAFT DAMPER PER IMC.

NOTES:
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HVAC PLAN

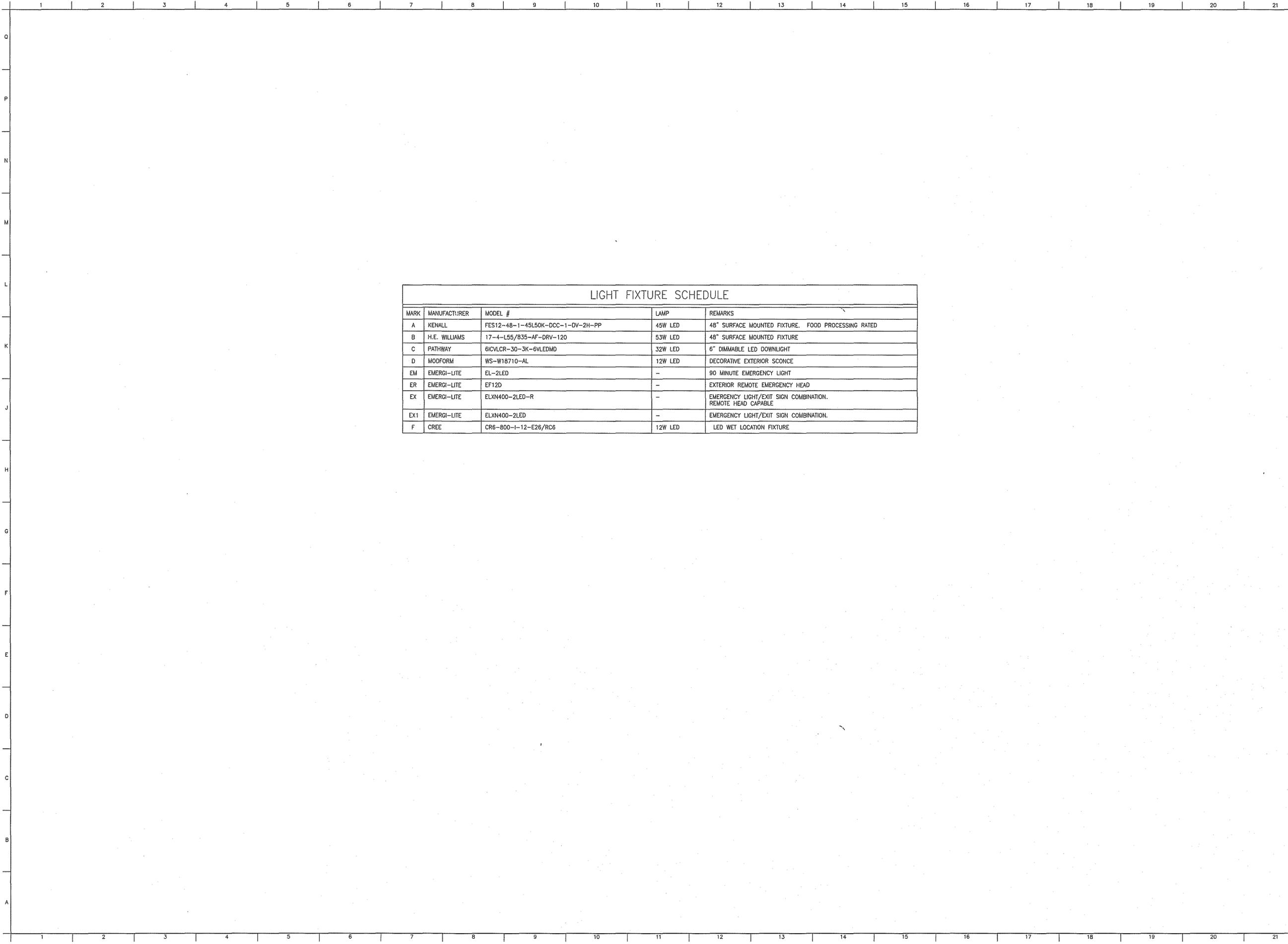
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DATE 06/22/18

HVAC PLAN
SCALE: 3/16" = 1'-0"



M101



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SAINT HELENA, SC

ELECTRICAL
SCHEDULES
AND DETAILS

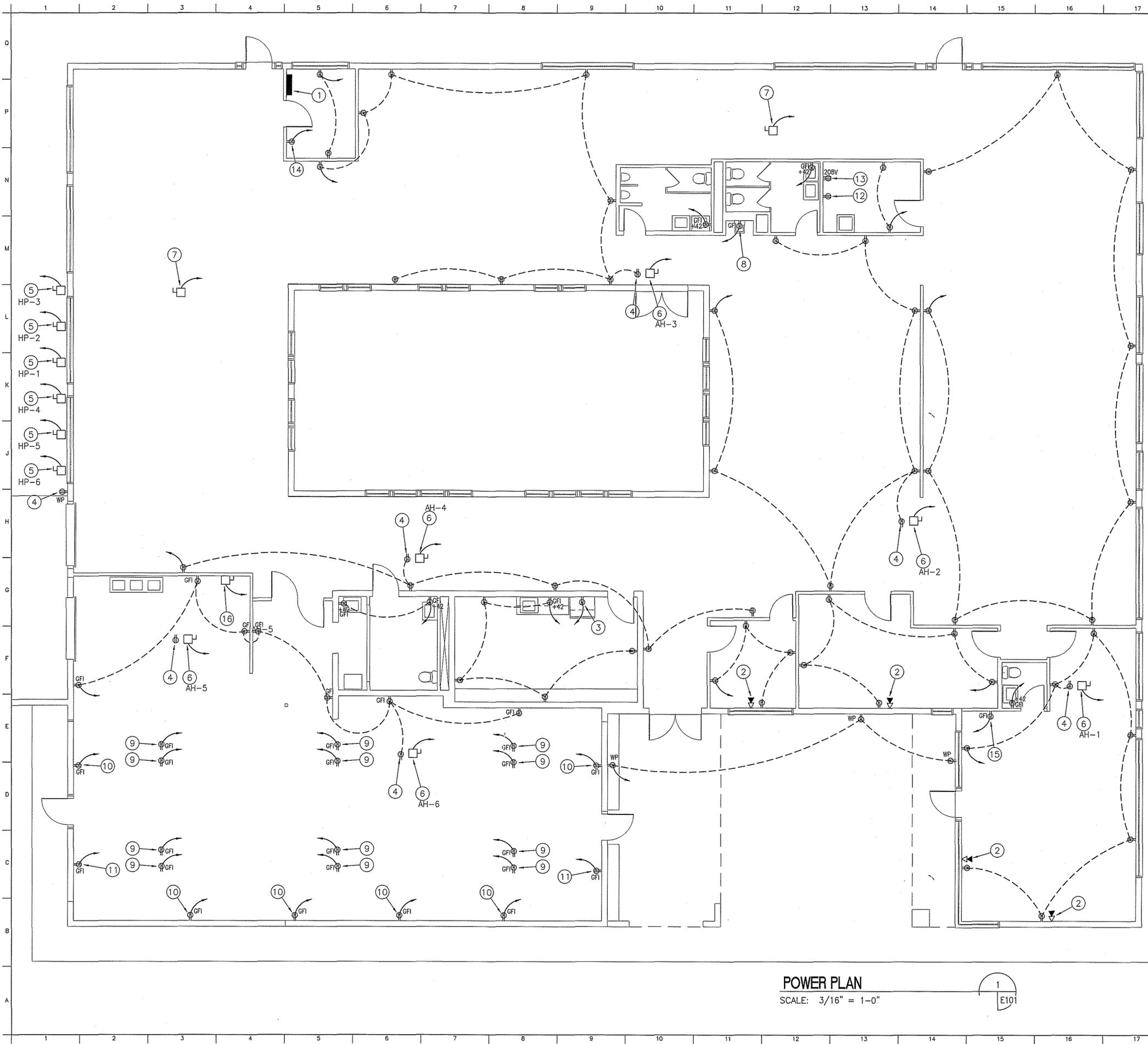
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E002

LIGHT FIXTURE SCHEDULE

MARK	MANUFACTURER	MODEL #	LAMP	REMARKS
A	KENALL	FES12-48-1-45L50K-DCC-1-DV-2H-PP	45W LED	48" SURFACE MOUNTED FIXTURE. FOOD PROCESSING RATED
B	H.E. WILLIAMS	17-4-L55/835-AF-DRV-120	53W LED	48" SURFACE MOUNTED FIXTURE
C	PATHWAY	6ICVLCR-30-3K-6VLEDM	32W LED	6" DIMMABLE LED DOWNLIGHT
D	MODFORM	WS-W18710-AL	12W LED	DECORATIVE EXTERIOR SCONCE
EM	EMERGI-LITE	EL-2LED	-	90 MINUTE EMERGENCY LIGHT
ER	EMERGI-LITE	EF12D	-	EXTERIOR REMOTE EMERGENCY HEAD
EX	EMERGI-LITE	ELXN400-2LED-R	-	EMERGENCY LIGHT/EXIT SIGN COMBINATION. REMOTE HEAD CAPABLE
EX1	EMERGI-LITE	ELXN400-2LED	-	EMERGENCY LIGHT/EXIT SIGN COMBINATION.
F	CREE	CR6-800-1-12-E26/RC6	12W LED	LED WET LOCATION FIXTURE



KEYED NOTES
(THIS SHEET ONLY)

- ① EXISTING ELECTRICAL PANEL. FIELD VERIFY.
- ② COMBINATION COMPUTER/TELEPHONE OUTLET—PROVIDE 1" CONDUIT W/PULLWIRE ABOVE CEILING. VERIFY LOCATION W/OWNER.
- ③ DEDICATED RECEPTACLE FOR REFRIGERATOR.
- ④ RECEPTACLE FOR HVAC MAINTENANCE IN CEILING NEAR AIR HANDLER AND OUTSIDE NEAR HEAT PUMP.
- ⑤ WEATHERPROOF DISCONNECT FOR HEAT PUMP. COORDINATE LOCATION WITH HVAC PLANS.
- ⑥ DISCONNECT FOR AIR HANDLER ABOVE. COORDINATE LOCATION WITH HVAC PLANS.
- ⑦ DISCONNECT FOR FUTURE COOLER (208V, 3 ϕ). COORDINATE REQUIREMENTS WITH MANUFACTURER.
- ⑧ GFI RECEPTACLE FOR WATER COOLER.
- ⑨ DEDICATED CEILING RECEPTACLE FOR PROCESSING EQUIPMENT (208V, 3 ϕ). PROVIDE WITH CORD REEL.
- ⑩ DEDICATED RECEPTACLE FOR PROCESSING EQUIPMENT.
- ⑪ DEDICATED RECEPTACLE FOR PRESSURE WASHER.
- ⑫ DEDICATED RECEPTACLE FOR WASHER.
- ⑬ DEDICATED RECEPTACLE FOR DRYER.
- ⑭ DEDICATED RECEPTACLE FOR SECURITY SYSTEM. COORDINATE LOCATION WITH OWNER.
- ⑮ DEDICATED RECEPTACLE FOR BOTTLE COOLER. COORDINATE LOCATION WITH OWNER.
- ⑯ DISCONNECT FOR FUTURE WATER HEATER. COORDINATE LOCATION WITH OWNER.

NOTES:
—THIS DESIGN IS BASED ON INFORMATION PROVIDED TO THE ENGINEER AT TIME OF DESIGN.



06/22/18

ISSUED FOR
PERMIT

GULLAH FARMERS
COOPERATIVE ASSOCIATION
SAINT HELENA, SC

POWER PLAN

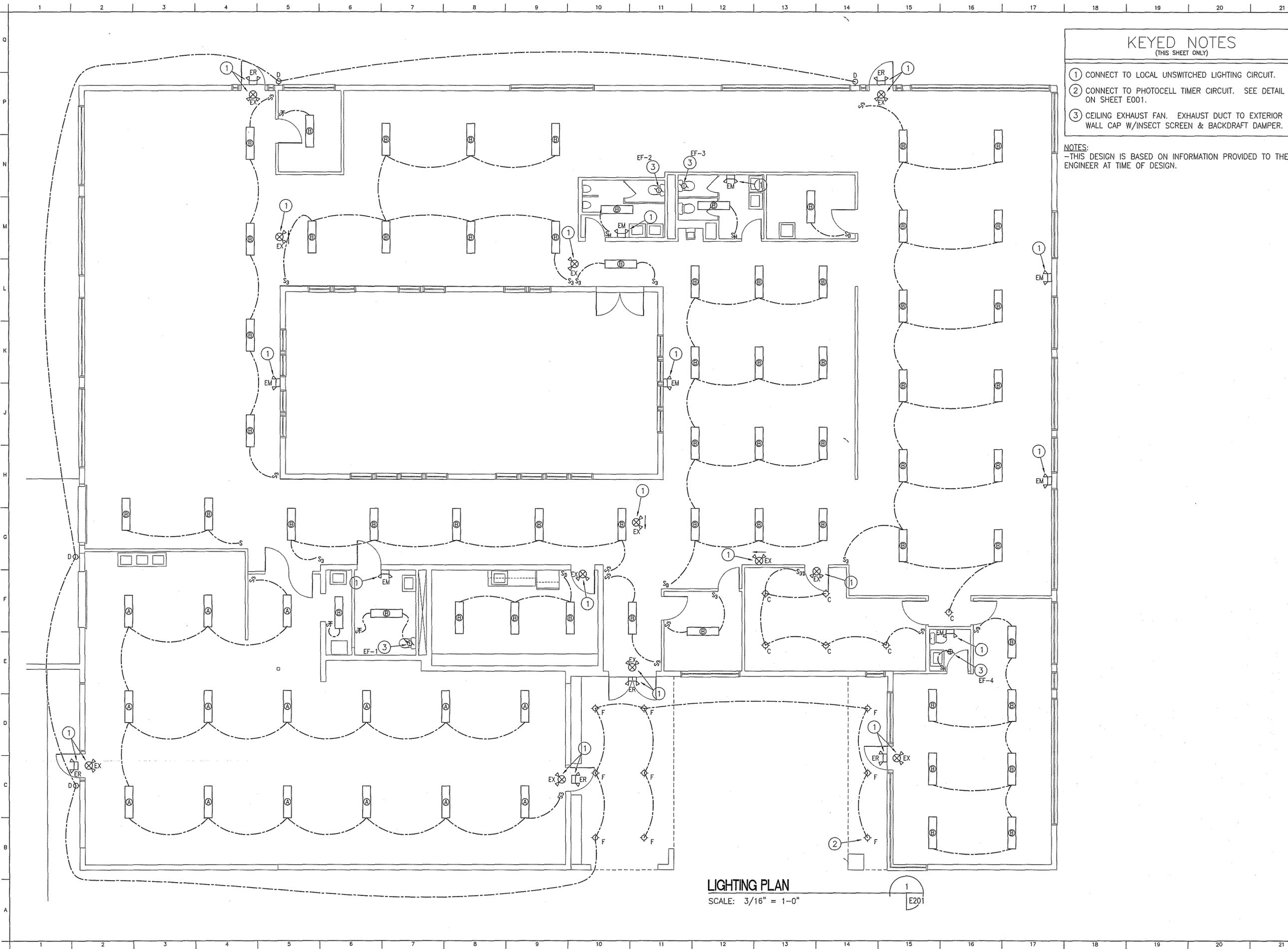
REV.	DATE	DESCRIPTION	REV. BY

PROJECT NO. 2017.16.02
 DRAWN BY RL
 CHECKED BY RL
 DATE 06/22/18

POWER PLAN
SCALE: 3/16" = 1-0"



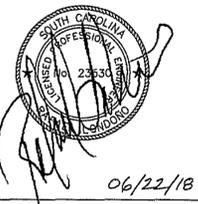
E101



KEYED NOTES
(THIS SHEET ONLY)

- ① CONNECT TO LOCAL UNSWITCHED LIGHTING CIRCUIT.
- ② CONNECT TO PHOTOCELL TIMER CIRCUIT. SEE DETAIL ON SHEET E001.
- ③ CEILING EXHAUST FAN. EXHAUST DUCT TO EXTERIOR WALL CAP W/INSECT SCREEN & BACKDRAFT DAMPER.

NOTES:
-THIS DESIGN IS BASED ON INFORMATION PROVIDED TO THE ENGINEER AT TIME OF DESIGN.



ISSUED FOR:
PERMIT

GULLAH FARMERS
COOPERATIVE ASSOCIATION
SAINT HELENA, SC

LIGHTING PLAN

REV.	DATE	DESCRIPTION

PROJECT NO. 2017.16.02
DRAWN BY RL
CHECKED BY RL
DATE 06/22/18

LIGHTING PLAN
SCALE: 3/16" = 1'-0"

E201

Air System Sizing Summary for HP-1

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/09/2018
 04:43PM

Air System Information

Air System Name: **HP-1**
 Air System Type: **Single Zone CAV**

Number of zones: **1**
 Floor Area: **1057.0** sqft
 Location: **Charleston, South Carolina**

Sizing Calculation Information

Calculation Months: **Jan to Dec**

Calculation method: **Transfer Function Method**

Central Cooling Coil Sizing Data

Total coil load: **3.0** Tons
 Total coil load: **35.9** MBH
 Sensible coil load: **25.4** MBH
 Coil airflow: **1195** CFM
 Sensible heat ratio: **0.708**
 Area per unit load: **353.3** sqft/Ton
 Load per unit area: **34.0** BTU/(hr-sqft)

Load occurs at: **Aug 1600**
 OA DB / WB: **93.5/77.9** F
 Entering DB / WB: **78.7/67.5** F
 Leaving DB / WB: **58.9/57.9** F
 Coil ADP: **56.7** F
 Bypass Factor: **0.100**
 Resulting RH: **57** %
 Design supply temp: **58.0** F

Central Heating Coil Sizing Data

Max coil load: **19.0** MBH
 Coil airflow: **1195** CFM
 Load per unit area: **18.0** BTU/(hr-sqft)

Load occurs at: **Des Htg**
 Ent DB / Lvg DB: **62.0/76.7** F

Supply Fan Sizing Data

Actual max airflow: **1195** CFM
 Standard airflow: **1193** CFM
 Actual max airflow per unit area: **1.13** CFM/sqft

Fan motor BHP: **0.00** BHP
 Fan motor kW: **0.00** kW
 Fan static: **0.00** in wg

Outdoor Ventilation Air Data

Design airflow: **216** CFM
 Airflow per unit floor area: **0.20** CFM/sqft

Airflow per person: **9.39** CFM/person

Space Sizing Data

Space Name	Maximum Cooling Sensible Load MBH	Design Airflow CFM	Time of Peak Load	Maximum Heating Load MBH	Space Floor Area sqft	Space CFM/sqft
Conference	7.2	391	Jul 1700	1.2	281.0	1.39
Office	10.6	580	Sep 1500	6.0	626.0	0.93
Reception	3.9	214	Jul 1700	1.0	116.0	1.85
WC RR	0.2	10	Jun 1500	0.0	34.0	0.30
Zone	21.3	1195	Sep 1600	8.3	1057.0	1.13

Note: Table contains data for all spaces controlled by a single thermostat:

Space sizing basis: **Peak space load**
 Zone sizing basis: **Sum of space airflows**

System Design Load Summary for HP-1

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/09/2018
 04:43PM

	DESIGN COOLING			DESIGN HEATING		
	Aug 1600			Design Heating Day		
	OA DB / WB 93.5 F / 77.9 F			OA DB / WB 25 F / 21 F		
Zone Loads based on TFM	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	238 sqft	2989	-	238 sqft	-	-
Wall Transmission	1295 sqft	3915	-	1295 sqft	3671	-
Roof Transmission	1057 sqft	2071	-	1057 sqft	1379	-
Window Transmission	238 sqft	1139	-	238 sqft	3213	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1057 sqft	0	-	1057 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1057 W	3606	-	0 W	0	-
Electric Equipment	600 W	2047	-	0 W	0	-
People	23	5515	4035	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	21284	4035	-	8264	0
Thermostat and Pulldown Adjustment	-	-71	0	-	231	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Ventilation Load	216 CFM	4216	6440	216 CFM	10505	0
Supply Fan Load	1195 CFM	0	-	1195 CFM	0	-
>> Total System Loads	-	25428	10475	-	19000	0
Central Cooling Coil	-	25428	10476	-	0	0
Central Heating Coil	-	0	-	-	19000	-
>> Total Coil Loads	-	25428	10476	-	19000	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

Zone Design Load Summary for HP-1

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londofo Engineering

05/09/2018
 04:43PM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Sep 1600			Design Heating Day		
	OA DB / WB 91.5 F / 76.9 F			OA DB / WB 25 F / 21 F		
	Thermostat Setpoint 75.0 F			Thermostat Setpoint 70.0 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	238 sqft	3342	-	238 sqft	-	-
Wall Transmission	1295 sqft	4024	-	1295 sqft	3671	-
Roof Transmission	1057 sqft	1763	-	1057 sqft	1379	-
Window Transmission	238 sqft	997	-	238 sqft	3213	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1057 sqft	0	-	1057 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1057 W	3606	-	0 W	0	-
Electric Equipment	600 W	2047	-	0 W	0	-
People	23	5515	4035	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	21294	4035	-	8264	0

System Psychrometrics for HP-1

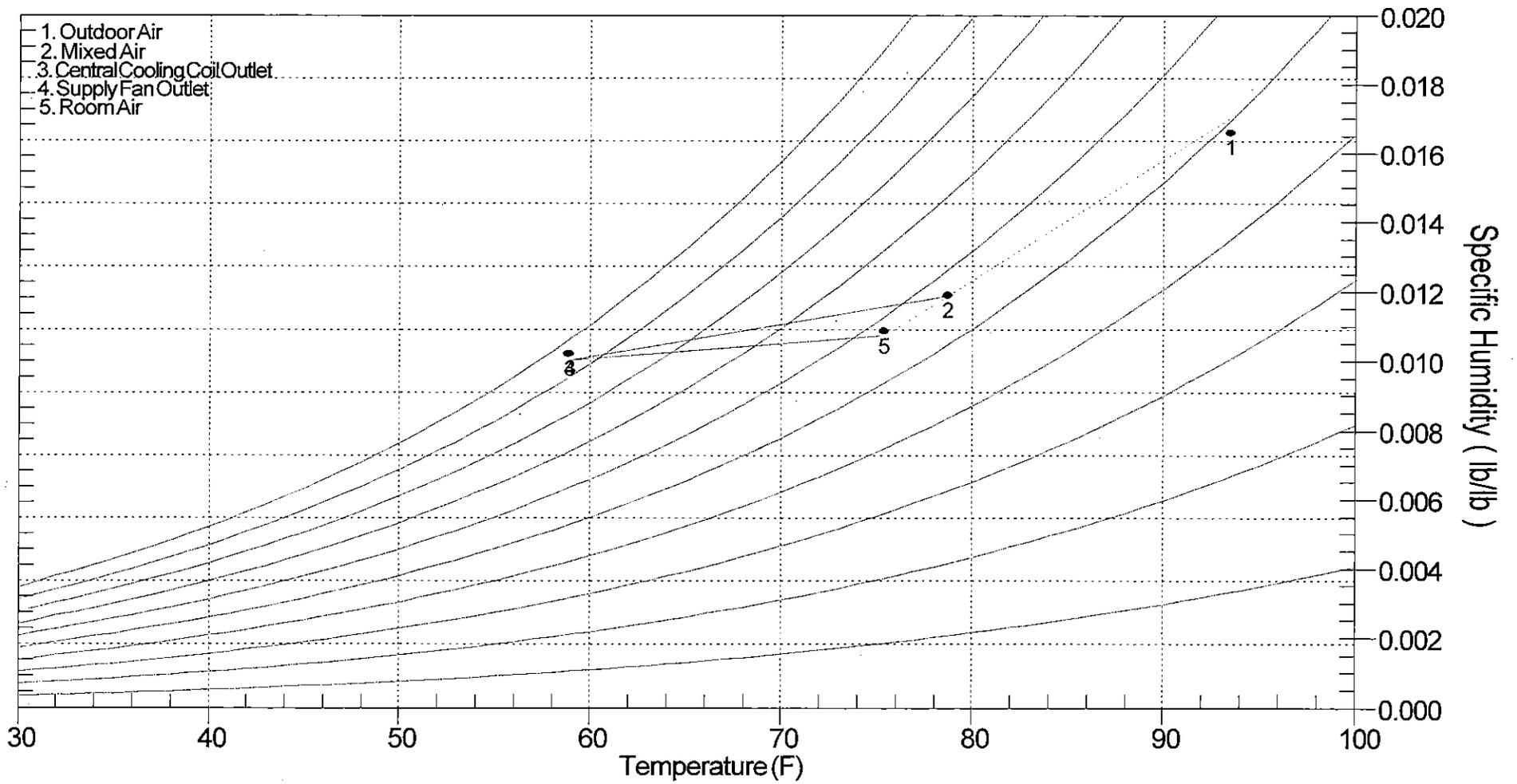
Project Name: 2017 The Gullah Farmers Cooperative Association
Prepared by: Londoño Engineering

05/09/2018
04:43PM

Location: Charleston, South Carolina

Altitude: 49.0 ft

Data for: Aug DESIGN COOLING DAY, 1600



Air System Sizing Summary for HP-2

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/09/2018
 04:55PM

Air System Information

Air System Name: **HP-2**
 Air System Type: **Single Zone CAV**

Number of zones: **1**
 Floor Area: **2662.0** sqft
 Location: **Charleston, South Carolina**

Sizing Calculation Information

Calculation Months: **Jan to Dec**

Calculation method: **Transfer Function Method**

Central Cooling Coil Sizing Data

Total coil load: **3.6** Tons
 Total coil load: **42.8** MBH
 Sensible coil load: **30.8** MBH
 Coil airflow: **1341** CFM
 Sensible heat ratio: **0.720**
 Area per unit load: **746.3** sqft/Ton
 Load per unit area: **16.1** BTU/(hr-sqft)

Load occurs at: **Jul 1600**
 OA DB / WB: **93.5/77.9** F
 Entering DB / WB: **79.7/67.5** F
 Leaving DB / WB: **58.4/57.3** F
 Coil ADP: **56.0** F
 Bypass Factor: **0.100**
 Resulting RH: **53** %
 Design supply temp: **58.0** F

Central Heating Coil Sizing Data

Max coil load: **25.6** MBH
 Coil airflow: **1341** CFM
 Load per unit area: **9.6** BTU/(hr-sqft)

Load occurs at: **Des Htg**
 Ent DB / Lvg DB: **59.0/76.7** F

Supply Fan Sizing Data

Actual max airflow: **1341** CFM
 Standard airflow: **1338** CFM
 Actual max airflow per unit area: **0.50** CFM/sqft

Fan motor BHP: **0.00** BHP
 Fan motor kW: **0.00** kW
 Fan static: **0.00** in wg

Outdoor Ventilation Air Data

Design airflow: **325** CFM
 Airflow per unit floor area: **0.12** CFM/sqft

Airflow per person: **36.11** CFM/person

Space Sizing Data

Space Name	Maximum Cooling Sensible Load MBH	Design Airflow CFM	Time of Peak Load	Maximum Heating Load MBH	Space Floor Area sqft	Space CFM/sqft
Produce Display	10.0	543	Aug 1400	2.2	1029.0	0.53
Storage Area 1	14.6	798	Jul 1500	8.4	1633.0	0.49
Zone	24.5	1341	Jul 1500	10.7	2662.0	0.50

Note: Table contains data for all spaces controlled by a single thermostat:
 Space sizing basis: **Peak space load**
 Zone sizing basis: **Sum of space airflows**

System Design Load Summary for HP-2

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londofo Engineering

05/09/2018
 04:55PM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jul 1600			Design Heating Day		
	OA DB / WB 93.5 F / 77.9 F			OA DB / WB 25 F / 21 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	260 sqft	2472	-	260 sqft	-	-
Wall Transmission	1294 sqft	2397	-	1294 sqft	3668	-
Roof Transmission	2662 sqft	5507	-	2662 sqft	3474	-
Window Transmission	260 sqft	1245	-	260 sqft	3510	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	2662 sqft	0	-	2662 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	2662 W	9083	-	0 W	0	-
Electric Equipment	400 W	1365	-	0 W	0	-
People	9	2070	1080	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	24138	1080	-	10652	0
Thermostat and Pulldown Adjustment	-	288	0	-	-713	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Ventilation Load	325 CFM	6383	10915	325 CFM	15702	0
Supply Fan Load	1341 CFM	0	-	1341 CFM	0	-
>> Total System Loads	-	30810	11995	-	25641	0
Central Cooling Coil	-	30810	11995	-	0	0
Central Heating Coil	-	0	-	-	25641	-
>> Total Coil Loads	-	30810	11995	-	25641	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

Zone Design Load Summary for HP-2

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/09/2018
 04:55PM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jul 1500			Design Heating Day		
	OA DB / WB 94 F / 78 F			OA DB / WB 25 F / 21 F		
	Thermostat Setpoint 75.0 F			Thermostat Setpoint 70.0 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	260 sqft	2533	-	260 sqft	-	-
Wall Transmission	1294 sqft	2452	-	1294 sqft	3668	-
Roof Transmission	2662 sqft	5740	-	2662 sqft	3474	-
Window Transmission	260 sqft	1256	-	260 sqft	3510	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	2662 sqft	0	-	2662 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	2662 W	9083	-	0 W	0	-
Electric Equipment	400 W	1365	-	0 W	0	-
People	9	2070	1080	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	24498	1080	-	10652	0

System Psychrometrics for HP-2

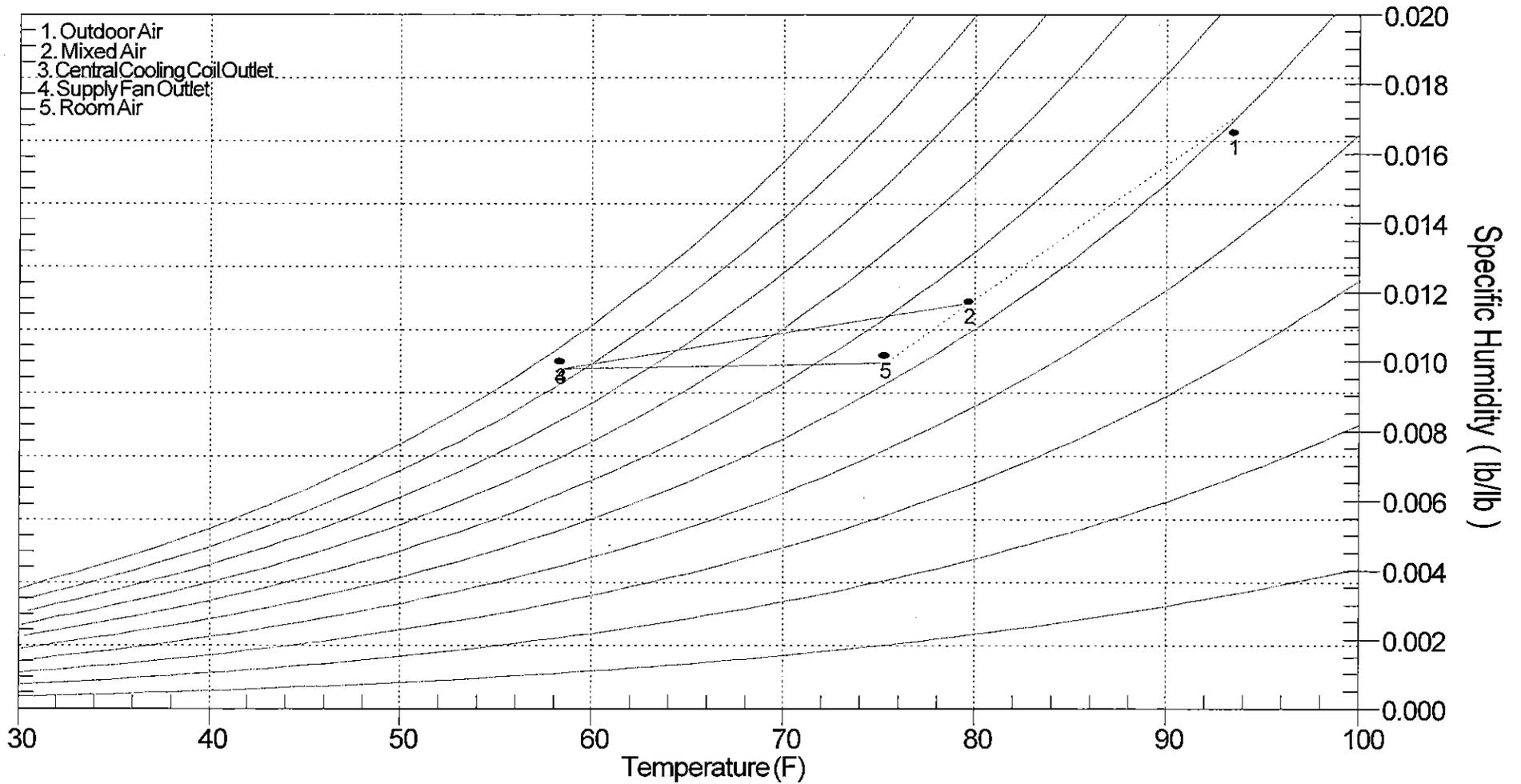
Project Name: 2017 The Gullah Farmers Cooperative Association
Prepared by: Londoño Engineering

05/09/2018
04:55PM

Location: Charleston, South Carolina

Altitude: 49.0 ft

Data for: Jul DESIGN COOLING DAY, 1600



Air System Sizing Summary for HP-3

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londofo Engineering

05/11/2018
03:10AM

Air System Information

Air System Name: **HP-3**
 Air System Type: **Single Zone CAV**

Number of zones: **1**
 Floor Area: **1340.0** sqft
 Location: **Charleston, South Carolina**

Sizing Calculation Information

Calculation Months: **Jan to Dec**

Calculation method: **Transfer Function Method**

Central Cooling Coil Sizing Data

Total coil load: **1.8** Tons
 Total coil load: **21.1** MBH
 Sensible coil load: **13.8** MBH
 Coil airflow: **536** CFM
 Sensible heat ratio: **0.653**
 Area per unit load: **761.4** sqft/Ton
 Load per unit area: **15.8** BTU/(hr-sqft)

Load occurs at: **Jul 1500**
 OA DB / WB: **94.0/78.0** F
 Entering DB / WB: **83.3/70.4** F
 Leaving DB / WB: **59.5/58.3** F
 Coil ADP: **56.8** F
 Bypass Factor: **0.100**
 Resulting RH: **54** %
 Design supply temp: **58.0** F

Central Heating Coil Sizing Data

Max coil load: **14.8** MBH
 Coil airflow: **536** CFM
 Load per unit area: **11.1** BTU/(hr-sqft)

Load occurs at: **Des Htg**
 Ent DB / Lvg DB: **51.1/76.7** F

Supply Fan Sizing Data

Actual max airflow: **536** CFM
 Standard airflow: **536** CFM
 Actual max airflow per unit area: **0.40** CFM/sqft

Fan motor BHP: **0.00** BHP
 Fan motor kW: **0.00** kW
 Fan static: **0.00** in wg

Outdoor Ventilation Air Data

Design airflow: **225** CFM
 Airflow per unit floor area: **0.17** CFM/sqft

Airflow per person: **0.00** CFM/person

Space Sizing Data

Space Name	Maximum Cooling Sensible Load MBH	Design Airflow CFM	Time of Peak Load	Maximum Heating Load MBH	Space Floor Area sqft	Space CFM/sqft
Electrical	1.5	79	Jul 1000	0.8	96.0	0.83
Storage Area 2	6.7	367	Jul 1200	2.8	946.0	0.39
Utility	0.6	30	Jun 1500	0.1	100.0	0.30
WC Men	0.5	26	Jun 1500	0.1	87.0	0.30
WC Women	0.6	34	Jun 1500	0.1	111.0	0.30
Zone	9.7	536	Jul 1400	4.0	1340.0	0.40

Note: Table contains data for all spaces controlled by a single thermostat:

Space sizing basis: **Peak space load**

Zone sizing basis: **Sum of space airflows**

System Design Load Summary for HP-3

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:10AM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jul 1500			Design Heating Day		
	OA DB / WB 94 F / 78 F			OA DB / WB 25 F / 21 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	52 sqft	844	-	52 sqft	-	-
Wall Transmission	529 sqft	1057	-	529 sqft	1500	-
Roof Transmission	1340 sqft	2889	-	1340 sqft	1749	-
Window Transmission	52 sqft	251	-	52 sqft	702	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1340 sqft	0	-	1340 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1340 W	4572	-	0 W	0	-
Electric Equipment	0 W	0	-	0 W	0	-
People	0	0	0	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	9614	0	-	3950	0
Thermostat and Pulldown Adjustment	-	-291	0	-	-2	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Ventilation Load	225 CFM	4470	7326	225 CFM	10890	0
Supply Fan Load	536 CFM	0	-	536 CFM	0	-
>> Total System Loads	-	13793	7326	-	14839	0
Central Cooling Coil	-	13793	7326	-	0	0
Central Heating Coil	-	0	-	-	14839	-
>> Total Coil Loads	-	13793	7326	-	14839	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

Zone Design Load Summary for HP-3

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:10AM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jul 1400			Design Heating Day		
	OA DB / WB 93.5 F / 77.9 F			OA DB / WB 25 F / 21 F		
	Thermostat Setpoint 75.0 F			Thermostat Setpoint 70.0 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	52 sqft	880	-	52 sqft	-	-
Wall Transmission	529 sqft	1102	-	529 sqft	1500	-
Roof Transmission	1340 sqft	2858	-	1340 sqft	1749	-
Window Transmission	52 sqft	243	-	52 sqft	702	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1340 sqft	0	-	1340 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1340 W	4572	-	0 W	0	-
Electric Equipment	0 W	0	-	0 W	0	-
People	0	0	0	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	9655	0	-	3950	0

System Psychrometrics for HP-3

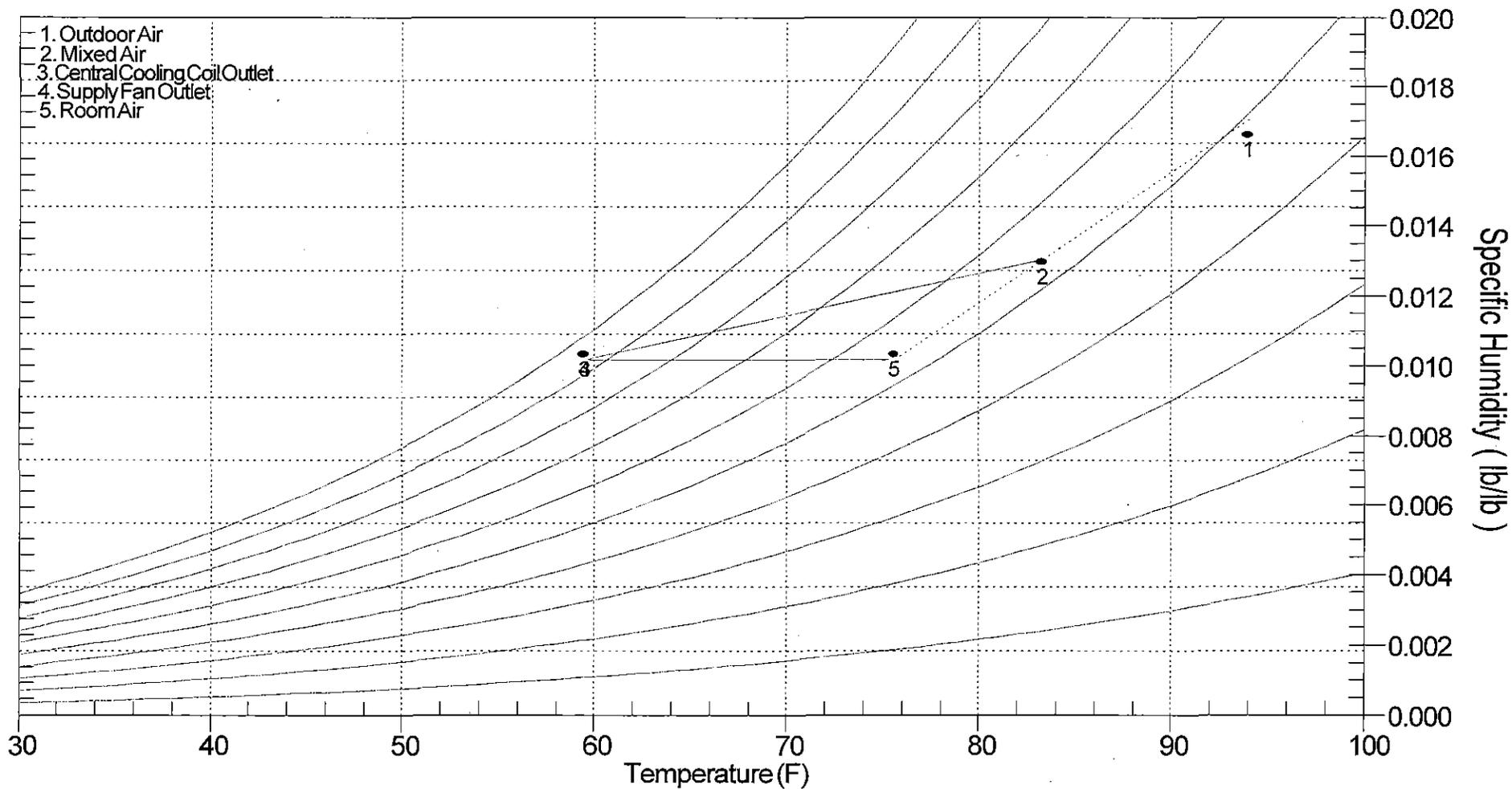
Project Name: 2017 The Gullah Farmers Cooperative Association
Prepared by: Londofo Engineering

05/11/2018
03:10AM

Location: Charleston, South Carolina

Altitude: 49.0 ft

Data for: Jul DESIGN COOLING DAY, 1500



Air System Sizing Summary for HP-4

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:19AM

Air System Information

Air System Name: HP-4
 Air System Type: Single Zone CAV

Number of zones: 1
 Floor Area: 1118.0 sqft
 Location: Charleston, South Carolina

Sizing Calculation Information

Calculation Months: Jan to Dec

Calculation method: Transfer Function Method

Central Cooling Coil Sizing Data

Total coil load: 1.8 Tons
 Total coil load: 22.0 MBH
 Sensible coil load: 15.7 MBH
 Coil airflow: 728 CFM
 Sensible heat ratio: 0.716
 Area per unit load: 611.2 sqft/Ton
 Load per unit area: 19.6 BTU/(hr-sqft)

Load occurs at: Jun 1500
 OA DB / WB: 93.0/78.0 F
 Entering DB / WB: 78.9/67.5 F
 Leaving DB / WB: 58.9/57.8 F
 Coil ADP: 56.6 F
 Bypass Factor: 0.100
 Resulting RH: 55 %
 Design supply temp: 58.0 F

Central Heating Coil Sizing Data

Max coil load: 10.9 MBH
 Coil airflow: 728 CFM
 Load per unit area: 9.8 BTU/(hr-sqft)

Load occurs at: Des Htg
 Ent DB / Lvg DB: 60.8/74.7 F

Supply Fan Sizing Data

Actual max airflow: 728 CFM
 Standard airflow: 727 CFM
 Actual max airflow per unit area: 0.65 CFM/sqft

Fan motor BHP: 0.00 BHP
 Fan motor kW: 0.00 kW
 Fan static: 0.00 in wg

Outdoor Ventilation Air Data

Design airflow: 147 CFM
 Airflow per unit floor area: 0.13 CFM/sqft

Airflow per person: 12.25 CFM/person

Space Sizing Data

Space Name	Maximum Cooling Sensible MBH	Design Airflow CFM	Time of Peak Load	Maximum Heating Load MBH	Space Floor Area sqft	Space CFM/sqft
Corridor	7.3	400	Jul 1000	3.4	657.0	0.61
Employee Lounge	5.1	277	Jun 1500	0.4	292.0	0.95
WC Employee	0.9	51	Jun 1500	0.2	169.0	0.30
Zone	13.0	728	Jul 1100	4.0	1118.0	0.65

Note: Table contains data for all spaces controlled by a single thermostat:

Space sizing basis: Peak space load
 Zone sizing basis: Sum of space airflows

System Design Load Summary for HP-4

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:19AM

	DESIGN COOLING			DESIGN HEATING		
	Jun 1500			Design Heating Day		
	OA DB / WB 93 F / 78 F			OA DB / WB 25 F / 21 F		
Zone Loads based on TFM	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	64 sqft	1043	-	64 sqft	-	-
Wall Transmission	576 sqft	1116	-	576 sqft	1633	-
Roof Transmission	1118 sqft	2412	-	1118 sqft	1459	-
Window Transmission	64 sqft	290	-	64 sqft	864	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1118 sqft	0	-	1118 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1118 W	3815	-	0 W	0	-
Electric Equipment	400 W	1365	-	0 W	0	-
People	12	2760	1440	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	12800	1440	-	3956	0
Thermostat and Pulldown Adjustment	-	124	0	-	-139	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Ventilation Load	147 CFM	2801	4785	147 CFM	7110	0
Supply Fan Load	728 CFM	0	-	728 CFM	0	-
>> Total System Loads	-	15725	6225	-	10927	0
Central Cooling Coil	-	15725	6225	-	0	0
Central Heating Coil	-	0	-	-	10927	-
>> Total Coil Loads	-	15725	6225	-	10927	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

Zone Design Load Summary for HP-4

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:19AM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jul 1100			Design Heating Day		
	OA DB / WB 87.7 F / 76.4 F			OA DB / WB 25 F / 21 F		
	Thermostat Setpoint 75.0 F			Thermostat Setpoint 70.0 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	64 sqft	1293	-	64 sqft	-	-
Wall Transmission	576 sqft	1919	-	576 sqft	1633	-
Roof Transmission	1118 sqft	1655	-	1118 sqft	1459	-
Window Transmission	64 sqft	215	-	64 sqft	864	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	1118 sqft	0	-	1118 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	1118 W	3815	-	0 W	0	-
Electric Equipment	400 W	1365	-	0 W	0	-
People	12	2760	1440	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	13021	1440	-	3956	0

System Psychrometrics for HP-4

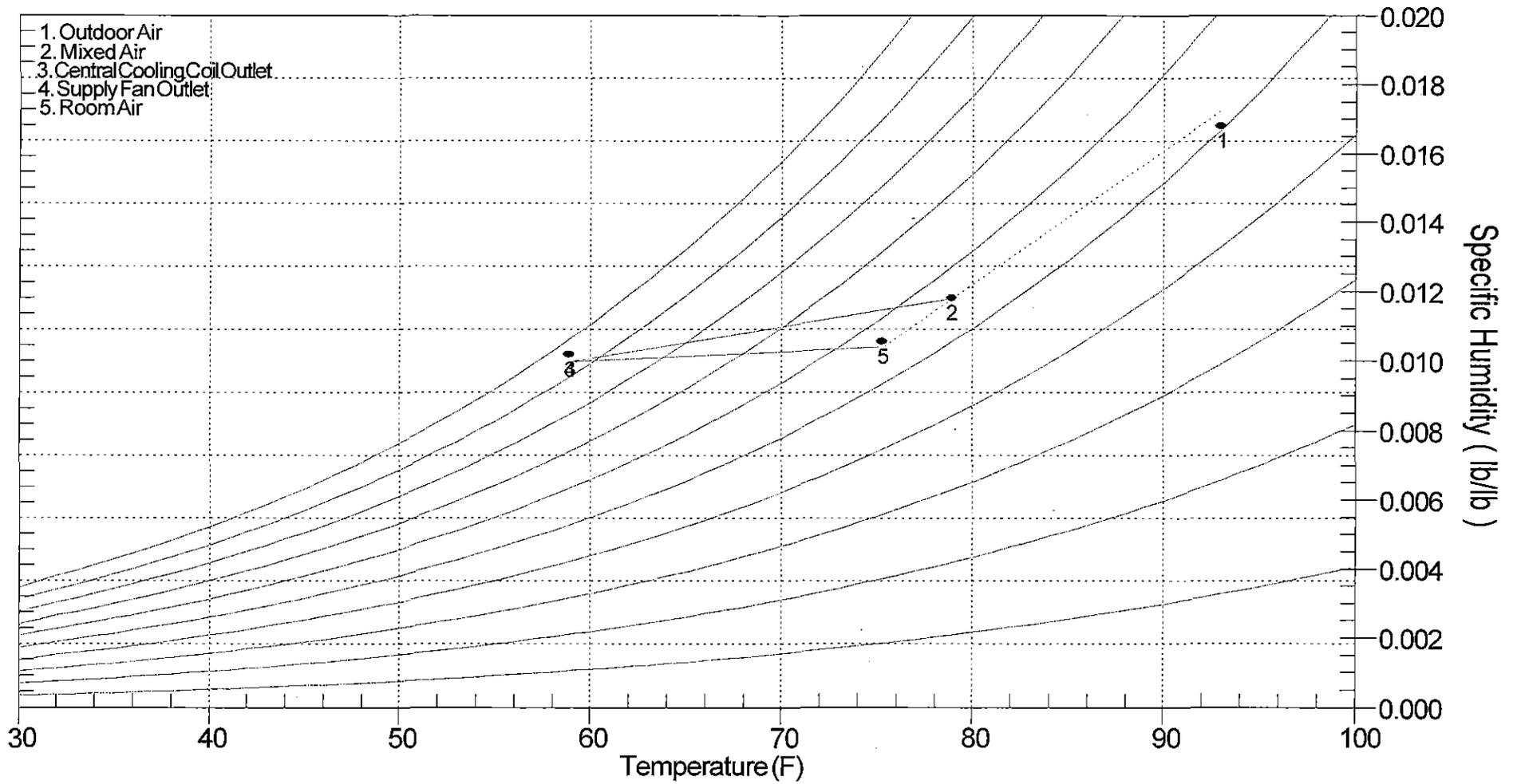
Project Name: 2017 The Gullah Farmers Cooperative Association
Prepared by: Londoño Engineering

05/11/2018
03:19AM

Location: Charleston, South Carolina

Altitude: 49.0 ft

Data for: Jun DESIGN COOLING DAY, 1500



Air System Sizing Summary for HP-5

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:49AM

Air System Information

Air System Name: **HP-5**
 Air System Type: **Single Zone CAV**

Number of zones: **1**
 Floor Area: **2005.0** sqft
 Location: **Charleston, South Carolina**

Sizing Calculation Information

Calculation Months: **Jan to Dec**

Calculation method: **Transfer Function Method**

Central Cooling Coil Sizing Data

Total coil load: **4.8** Tons
 Total coil load: **58.0** MBH
 Sensible coil load: **42.2** MBH
 Coil airflow: **4543** CFM
 Sensible heat ratio: **0.727**
 Area per unit load: **414.9** sqft/Ton
 Load per unit area: **28.9** BTU/(hr-sqft)

Load occurs at: **Jun 1600**
 OA DB / WB: **92.5/77.9** F
 Entering DB / WB: **66.7/62.0** F
 Leaving DB / WB: **58.1/57.6** F
 Coil ADP: **57.1** F
 Bypass Factor: **0.100**
 Resulting RH: **78** %
 Design supply temp: **58.0** F

Central Heating Coil Sizing Data

Max coil load: **0.0** MBH
 Coil airflow: **0** CFM
 Load per unit area: **0.0** BTU/(hr-sqft)

Load occurs at: **Des Htg**
 Ent DB / Lvg DB: **0.0/0.0** F

Supply Fan Sizing Data

Actual max airflow: **4543** CFM
 Standard airflow: **4535** CFM
 Actual max airflow per unit area: **2.27** CFM/sqft

Fan motor BHP: **0.00** BHP
 Fan motor kW: **0.00** kW
 Fan static: **0.00** in wg

Outdoor Ventilation Air Data

Design airflow: **248** CFM
 Airflow per unit floor area: **0.12** CFM/sqft

Airflow per person: **14.59** CFM/person

Space Sizing Data

Space Name	Maximum Cooling Sensible Load MBH	Design Airflow CFM	Time of Peak Load	Maximum Heating Load MBH	Space Floor Area sqft	Space CFM/sqft
Washroom	34.3	4543	Jun 1700	8.4	2005.0	2.27

System Design Load Summary for HP-5

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londofo Engineering

05/11/2018
 03:49AM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jun 1600			Design Heating Day		
	OA DB / WB 92.5 F / 77.9 F			OA DB / WB 25 F / 21 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	256 sqft	4609	-	256 sqft	-	-
Wall Transmission	1179 sqft	4195	-	1179 sqft	2971	-
Roof Transmission	2005 sqft	4721	-	2005 sqft	2326	-
Window Transmission	256 sqft	1917	-	256 sqft	3072	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	2005 sqft	0	-	2005 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	2005 W	6841	-	0 W	0	-
Electric Equipment	2000 W	6824	-	0 W	0	-
People	17	5015	7735	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	34121	7735	-	8369	0
Thermostat and Pulldown Adjustment	-	764	0	-	592	0
Plenum Wall Load	0%	0	-	0	0	-
Plenum Roof Load	0%	0	-	0	0	-
Plenum Lighting Load	0%	0	-	0	0	-
Ventilation Load	248 CFM	7300	8067	248 CFM	10706	0
Supply Fan Load	4543 CFM	0	-	4543 CFM	0	-
>> Total System Loads	-	42185	15802	-	19666	0
Central Cooling Coil	-	42185	15807	-	0	0
Central Heating Coil	-	0	-	-	0	-
>> Total Coil Loads	-	42185	15807	-	0	0
Key:	Positive values are clg loads Negative values are htg loads			Positive values are htg loads Negative values are clg loads		

Zone Design Load Summary for HP-5

Project Name: 2017 The Gullah Farmers Cooperative Association
 Prepared by: Londoño Engineering

05/11/2018
 03:49AM

Zone Loads based on TFM	DESIGN COOLING			DESIGN HEATING		
	Jun 1700			Design Heating Day		
	OA DB / WB 91.4 F / 77.6 F			OA DB / WB 25 F / 21 F		
	Thermostat Setpoint 65.0 F			Thermostat Setpoint 65.0 F		
	Details	Sensible BTU/hr	Latent BTU/hr	Details	Sensible BTU/hr	Latent BTU/hr
Window and Skylight Solar Loads	256 sqft	4876	-	256 sqft	-	-
Wall Transmission	1179 sqft	4533	-	1179 sqft	2971	-
Roof Transmission	2005 sqft	4326	-	2005 sqft	2326	-
Window Transmission	256 sqft	1870	-	256 sqft	3072	-
Skylight Transmission	0 sqft	0	-	0 sqft	0	-
Door Loads	0 sqft	0	-	0 sqft	0	-
Floor Transmission	2005 sqft	0	-	2005 sqft	0	-
Partitions/Ceilings	0 sqft	0	-	0 sqft	0	-
Overhead Lighting	2005 W	6841	-	0 W	0	-
Electric Equipment	2000 W	6824	-	0 W	0	-
People	17	5015	7735	0	0	0
Infiltration	-	0	0	-	0	0
Miscellaneous	-	0	0	-	0	0
Safety Factor	0% / 0%	0	0	0%	0	0
>> Total Zone Loads	-	34285	7735	-	8369	0

System Psychrometrics for HP-5

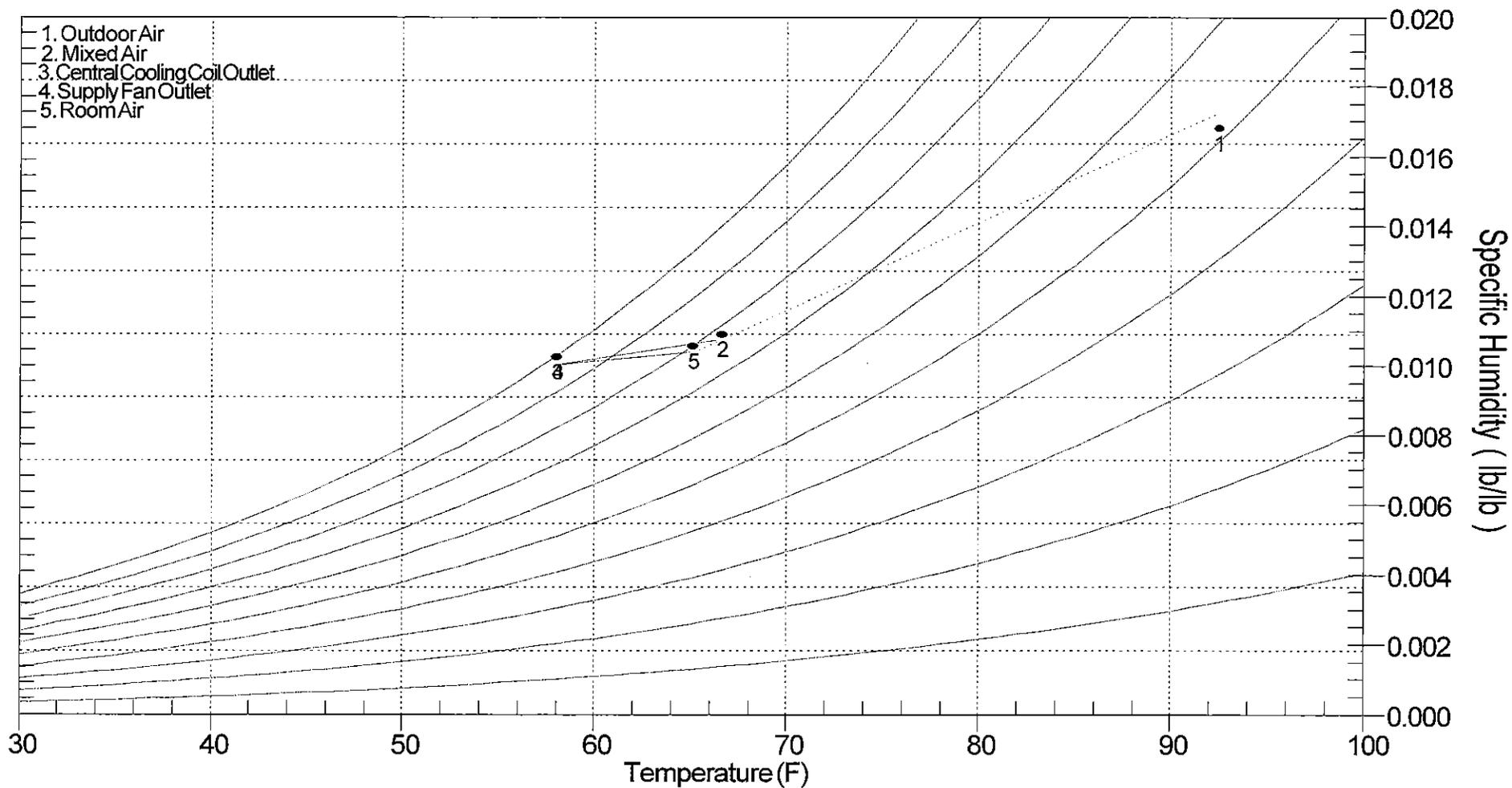
Project Name: 2017 The Gullah Farmers Cooperative Association
Prepared by: Londoño Engineering

05/11/2018
03:49AM

Location: Charleston, South Carolina

Altitude: 49.0 ft

Data for: Jun DESIGN COOLING DAY, 1600



Division 1 - General Requirements

Summary

1. Project Information for Correspondence

A. Project Title and Location - Renovations for the Gullah Farmers Cooperative Association at 51 Ball Park Road, Saint Helena Island, South Carolina 29920

B. Project Contractor - To be determined.

C. Architect - Manuel Studio, LLC

104 Pritchard Street, Bluffton, South Carolina 29910 *mailing*

138 Burnt Church Road, Suite I, Bluffton, South Carolina 29910 *physical*

2. The Contractor shall notify the Architect of any errors, discrepancies or omissions in the Construction Documents prior to and during construction.

Payment Procedures

1. Specific terms of payments such as Payment to Contractor, Contract Change Orders Partial Payment Estimates and Acceptance of Final Payment as Release are addressed in the RD Instruction 1942-A (Guide 19 - Attachment 9) and the FmHA Supplemental General Conditions (Guide 18 -Revision 1).

Insurance

1. Specific terms of insurance are addressed in the RD Instruction 1942-A (Guide 19 - Attachment 9) Section 21

Bonds

Specific terms of insurance are addressed in the RD Instruction 1942-A (Guide 19 - Attachment 9) Section 22

Guarantee

1. Specific terms of are addressed in the RD Instruction 1942-A (Guide 19 - Attachment 9) Section 29

Quality Control

1. The Contractor shall personally supervise or provide a superintendent for the project who shall coordinate and manage all workers and subcontractors at the job site.

Temporary Services

1. The Contractor shall install, operate protect and maintain temporary utility services and portable toilet facilities.

Allowances

1. Allowances as follows.

Employee Lounge Cabinetry - \$1,500.00

Employee Lounge Counters -\$400.00

Employee Lounge Refrigerator - \$500.00

Employee Lounge Lockers - \$2,100.00

Tile - \$1.00 per Square Foot

Division 2 - Existing Conditions

Demolition

1. Reference A/A2 for demolition of interior wall partitions and removal of plumbing fixtures, windows and doors.
2. Any broken glass in existing windows to be removed.
3. Contractor to remove all existing sheetrock, acoustic tile and any other source of mold related to absorbent materials.
4. All drop ceiling grids to be removed except in as noted in the Room Schedule. Reference A/A4.
5. Remove shade awning on left side at loading zone.

Asbestos

1. Beaufort County, current owner of the building, has had the building inspected for asbestos and, if any was found, it has been removed.

Mold

1. Beaufort County will require a mold remediation test. Contractor shall have test performed after demolition. If mold is found, any cost associated with removal will be treated as a change order.

Division 3 - Concrete

Concrete Parking Pad

1. Concrete parking pad and sidewalk extension to be installed in front of the office wing for two handicap spaces. See A5.
2. Concrete is to be 3,500 psi and have a compressive strength at 28 days. Slump shall be 4" and 6".
2. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing. Concrete should be cured slowly and wetted if necessary in hot weather. In cold weather, comply with ACI 305.
3. Concrete slab shall be 4" thick at handicap parking with 6 x 6 W1.4 x W1.4 WWF. Lap joints 12". Soil beneath to be free of debris and compacted.
4. Provide saw-type control joints at 10' maximum cut to 1" depth to stabilize differential settlement and random cracking.

Division 5 - Metals

Structural Steel

1. Welded wire fabric shall be A307 steel.
2. All interior walls to be removed appear to be nonload bearing. Structural engineer to determine once structural components are revealed following demolition of finish materials. If additional structural components required, costs will be treated as a change order.

Partitions

1. Interior partitions for new wall or wall infill shall be metal channel studs. Wood studs are shall not be used. Consult with architect on reused of existing metal channel stud walls to be removed.
2. Steel sheet components shall comply with ASTM C645 requirements.
3. Steel for non-load bearing members shall have metallic coatings that conform to ASTM A653M or ASTM A792M with minimum metallic coating weights of Z120 and AZM 150 respectively. Alternative coatings shall be permitted to be used if proven to have equivalent corrosion protection.
4. Framing members shall comply with the ANSI North American Standard for Cold-Formed Steel Framing for conditions indicated.

Accessories

1. Accessibility grab bars at Handicap Restroom to be Moen's Secure Mount or equal.
2. Other restroom accessories to be Moen or equal.
3. Paper towel dispenser to be Uline model H-2275 or equal.

Door Hardware

1. Door hardware to be Kwikset or equal. Must be lever type and interconnected where lock necessary.

Division 6 - Wood and Plastics

Rough Carpentry

1. Combustible materials are restricted in Type IIB Construction per 2015 IBC Section 603.
2. Wall sheathing shall be ½" CDX plywood.
3. Treat cants, nailers, blocking, furring, stripping and similar items in conjunction with roofing, flashing, vapor barriers and water proofing. Treat sills, blocking, furring stripping and similar items in direct contact with masonry or concrete.

Exterior Finish Carpentry

1. Exterior finish material at Washroom walled in windows to be smooth faced Hardie Panels or equal with batten strips.
3. Install finish carpentry work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Scribe cut and finish carpentry items to fit adjoining work. Anchor finish carpentry work securely to supports and substrates, using concealed fasteners and blind nailing where possible. If using Hardie products, follow installation guidelines.
4. Install standing and running trim with minimum number of joints possible, using full-length pieces for maximum length of lumber available. Prime and coat all sides before installation. Prime all cut ends. Shim as required to cover ends of siding. Cope at returns and miter at corners to produce tight fitting joints. Use scarf joints for end-to-end joints.

Interior Finish Carpentry

1. Do not install any interior trim before HVAC systems have been operating a minimum of one week.
2. Coordinate work with applicable mechanical and electrical trades at rough-in. Verify adequacy of backing and support framing. Verify that mechanical, electrical, plumbing and building items affecting work of this section are placed and ready to receive this work.

Division 7 - Thermal and Moisture Protection

Insulation

1. R value of existing perimeter walls is unknown. HVAC engineer calculated with the assumption of R-13 value. Contractor to inform architect of existing makeup of CMU walls after sheet rock removal with appears to be grout-filled CMU wall with metal furring strips for sheetrock and no foam board. Contractor to price foam board insulation.

Air Barriers

1. Install vapor-permeable, waste-resistant fabric composed of polyethylene fibers, 6.1 mils thick as manufactured by Tyvex or equal over wall sheathing.

Roof

1. Contractor to remove existing built-up roof finish as needed. Contractor to remove existing HVAC units from the roof and properly seal pads. Insulation underneath to be evaluated and kept in place if in good condition. ½" recovery board to be placed over original roofing. Versico 60 mil TPO roofing system recommended. Flashing, terminations, pipe boots, drains/scuppers and all other roof accessories to be fabricated and installed.

Joint Sealers

1. Comply with joint sealer manufacturer's instructions on applicability to products and applications.
2. Exposed joint sealer to match adjacent colors.

Division 8 - Doors and Windows

Doors

1. Exterior doors to be refinished.
2. New interior doors to be masonite or hollow metal material.
3. Overhead garage doors to be insulated steel. Clopay or equal.

Windows

1. Most exterior windows are boarded up. Architect unable to determine whether windows need to be repaired or replaced due to broken glass. Contractor to treat repair or replacement of windows as a change order.

Existing Glass

1. Apply 3M Safety Glazing Film or equal to existing glass if not tempered marked.

Division 9 - Finishes

Finishes

1. See Room Schedule for Interior Finishes. All finish materials must be Classification C.

Gypsum Drywall

1. See Room Schedule for Gypsum board to be ½" thick at walls. Use regular board with tapered edges in air conditioned spaces without moisture buildup. Use moisture resistant in bathrooms.
2. Use manufacturer's standard trim accessories, including corner board and edge trim of beaded type with face flanges for concealment in joint compound.

FRP Wall Board

1. FRP Wall Board must meet USDA and SCDHEC standards. Follow manufacturer's guidelines for installation.

Tile Floors

1. Existing concrete floor to be cleaned and degreased with a TSP solution. Allow to dry. Repair any uneven areas with concrete patch or leveler. Apply sealant. Apply mortar. Apply tiles evenly and level and wipe off any mortar with a damp rag. Grout as per manufacturer's guidelines. Once grout completely dry thoroughly clean the tile floor, use a grout sealer top prevent mildew.

Sealant on Concrete Floors

1. Use a satin clear concrete protective sealer with urethane-fortified acrylic. SealKrete or equal.

Painting and Staining for Sheetrock, Exterior Siding and Trim

1. Use low-odor/low VOC finishing products.
2. Clean and prepare surfaces to be painted in accordance with manufacturer's instructions for each particular substrate condition before applying paint or stain. Schedule painting to avoid conditions where dust and other contaminants are in air.
3. Remove or protect all hardware and fixtures before painting.
4. Painting contractor to fill countersunk nail holes.
5. Exterior surfaces shall be prepared and primed on all sides.
6. Apply additional coats when undercoats show through. Surface paint should be uniform.
7. Exterior trim to be 1 coat primer under 2 finish coats of exterior acrylic latex semi-gloss solid color with anti-mildew agent as recommended by manufacturer.
8. Exterior siding to be prime coat under 2 finish coats of exterior latex flat solid color.
9. Interior trim to be 1 coat primer under 2 finish coats of interior acrylic latex low VOC semi-gloss solid color.

10. Interior gypsum board to be 1 coat gypsum board primer/sealer under 2 finish coats of interior latex flat solid color.

Photoluminescent Epoxy Paint

11. Add luminous egress path as shown on A3. Photoluminescent epoxy paint requires emergency illumination of 1 foot candle. Allureglow USA or equal. Follow manufacturer's installation guidelines.

Existing Metal Doors

12. Refinish and repaint existing metal doors as noted on A3. Prior to sanding and painting, remove hardware and weather stripping. Clean surface and mask off glass and other items not to be painted. Use auto body filler for dents sanding area first. Lightly sand surface of door and frame. Apply primer coat and two coats of finish paint of 100% acrylic.

13. Since building was built in 1977, contractor shall have door paint tested for lead before commencing refinishing work.

Division 11- Equipment

Equipment

1. Refer to MEP for equipment in those fields.
2. Processing equipment not to be included in the bid. Materials and installation will be provided by the cooperative.

Division 15 - Mechanical

Plumbing

1. Refer to P001 schedules for plumbing fixtures.

Heating, Venting and Air Conditioning

1. Refer to M002 schedules for HVAC equipment.

Division 16 - Electrical

Electrical

1. Refer to E002 schedules for lighting fixtures.

Division 21 - Fire Suppression

Fire Extinguishers

1. Fire Marshall shall determine number and type. Contractor to bid 8 fire extinguishers (one for each exit and one central interior) for the project. Any change in number to be treated as a change order.

Division 21 - Security

1. Contractor to replace existing security system.

Division 22 - Plumbing

1. Refer to P001 schedules for plumbing fixtures.
2. Contractor needs to install a drinking fountain at existing plumbing location. Drinking fountain to be Elkay ADA compliant single bowl or equal. See A5 for mounting height.

Division 32 -Exterior Improvements*Asphalt*

1. Contractor to add asphalt pavement to the existing loading dock. See S1.
2. 4 inches of asphalt to be poured over 6 inches of crushed aggregate over compacted soil.

Passenger Drop Off Zone

1. Delineate passenger drop off zone at existing driveway abutting existing concrete curb ramp. See S1.
2. Use Sealmaster Acrylic Traffic Paint- White or equal.

Additional Parking

1. Create 12 additional crushed concrete parking spaces at the area opposite the asphalt drive. Coordinate with existing trees and front of building. . Total area of crushed concrete should be 12 spaces (20 feet deep x 9 feet wide) equaling 2,160 square feet.