



## Addendum No. I

**Project:** Persimmon Park Apartments  
**Subject:** Addendum No. I  
**Date:** February 5, 2019

**Project No.:** 1850.01

This addendum is a part of the bid documents. Acknowledge receipt on the proposal form.

1. Specifications, USDA Forms and Contractor Exhibits:  
An updated set of USDA Forms and Contractor Exhibits is included as a part of this addendum.
2. Previous to preparation of the plans and specifications dated December 14, 2018, the Owner had prepared and distributed, in PDF and Excel format, a spreadsheet checklist of project requirements. All versions of this spreadsheet checklist are null and void. The plans and specifications supersede all versions of this checklist.
3. An Architect's certification of compliance with applicable development standards is included as a part of this addendum.

End of Addendum No. I

enclosures:

USDA Forms and Contractor Exhibits (68 pages)

Architect's Certification (4 pages)

file: 1850.01 / E-I





United States Department of Agriculture  
Rural Development • Indiana State Office

## CHECKLIST of MFH CONTRACT DOCUMENTS:

**PROJECT:** 2019 Renovations - Persimmon Park Apartment

All of the following documentation has been received and reviewed by the Area Office. A copy is herein provided to the State Office for review.

IOI	BID	Item	Document
		Advertisement for Bids	RD Instruction 1924-A Guide 1, Attachment 1
		Instructions to Bidders	AIA Document A701-1997
		Attachment to Instructions to Bidders	RD Inst.1924-A Guide 1, Attach. 2
		Bid	RD Inst.1924-A Guide 1, Attach. 3
		Bid Bond	RD Inst.1924-A Guide 1, Attach. 4
		Compliance Statement	Form RD 400-6
		Certification for Contracts, Grants and Loans	RD Inst. 1940-Q, Exhibit A-1
		Disclosure of Lobbying Activities	SF-LLL
		Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions	Form AD-1048
		Certification of No Identity of Interest	Form RD 3560-30
		Identity of Interest Disclosure/Qualification Certificate	Form RD 3560-31
		Notice of Award	RD Inst.1924-A Guide 1, Attach. 5
		Standard Form of Agreement Between Owner and Contractor	AIA Document A101-2017
		Attachment to Standard Form of Agreement Between Owner and Contractor	RD Inst.1924-A Guide 1, Attach. 6
		Certificate of Owner's Attorney	RD Inst.1924-A Guide 1, Attach. 7
		Payment Bond*	RD Inst.1924-A, Exhibit F* or equivalent
		Performance Bond*	RD Inst.1924-A, Exhibit G* or equivalent
		Power of Attorney	From Contractor's Bonding Company
		Certificate of Insurance	From Contractor's Insurance Company
		General Conditions of the Contract for Construction	AIA Document A201-2017
		Attachment to General Conditions of the Contract for Construction	RD Inst.1924-A Guide 1, Attach. 10
		Construction Sign for RD Projects	When applicable
		Notice to Proceed	RD Inst.1924-A Guide 1, Attach. 9
		Contract Change Order	Form RD 1924-7
		Application and Certificate for Payment	Form RD 1924-18
		Certificate of Contractor's Release	Form RD 1924-9
		Release by Claimants	Form RD 1924-10
		Plan Certification	Form RD 1924-25
		Specifications	Per RD Inst. 1924-A, Exhibit C
		Plans	Per RD Inst. 1924-A, Exhibits C&D

\*-Required in all cases where there are multiple advances of funds. *NO* exceptions for Not-For-Profit or Public entities. For all other entities an alternate form of surety may be considered if the requirements of RD Instruction 1924.13(e)(1)(iii)(B)(1-5) *AND* RD Instruction 1924.6 (a) (3) (iii) *AND* RD Instruction 1924.6(a)(3)(iv) are satisfied.

Reviewed by (Area Office Specialist)

Date

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Rural Development is an Equal Opportunity Lender, Provider and Employer. Complaints of discrimination should be sent to USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

ADVERTISEMENT FOR BIDS

HUEDC

Owner

500 W Main St.

Address

Mitchell, IN 47446

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

interior renovation of 56 apartments located throughout 7 buildings and the Office / Leasing Management building, as indicated on the plans and specifications prepared by Kovert Hawkins Architects, dated 12/14/2018. Work includes, but is not limited to selective interior demolition, carpentry, plumbing, electrical, HVAC, drywall, painting, flooring, kitchen and bath repairs and upgrades.

will be received by HUEDC  
at the office of HUEDC, 500 W. Main St., Mitchell IN 47446, attn: Natalie Wells  
until \_\_\_\_\_, (Local Time) \_\_\_\_\_, 19 \_\_\_\_\_, and then at  
said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

HUEDC, 500 W. Main St., Mitchell IN 47446, attn: Natalie Wells  
Kovert Hawkins Architect, 630 Walnut St., Jeffersonville, IN 47130

Copies of the CONTRACT DOCUMENTS may be obtained at the office of  
Kovert Hawkins Architects. Drawings are available in PDF format only.  
All bidders are responsible for reproduction at their own expense.  
upon payment of \$ \_\_\_\_\_ for each set.

RD Instruction 1924-A  
Guide 1, Attachment 1

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 \$           [Not applicable. See paragraph above \(pg 1\)](#)

All contracts exceeding \$10,000 shall contain a provision requiring compliance 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).

[Feb 5, 2019](#)

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DATE

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**AIA DOCUMENT A701-1997  
INSTRUCTIONS TO BIDDERS**

**(INSERT DOCUMENT HERE)**

ATTACHMENT TO AIA DOCUMENT A701-1997, *INSTRUCTIONS TO BIDDERS*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Instructions to Bidders*," AIA Document A701-1997 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, means the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

Add the following subparagraph:

2.1.5 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.

ARTICLE 4, BIDDING PROCEDURES

Add the following to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

Delete subparagraph 4.2.1 and substitute the following:

4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.

Delete subparagraph 4.2.2 and substitute the following:

4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

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.

Add the following to subparagraph to paragraph 4.2:

4.2.4 In the case of failure of the Bidder to execute the Agreement and obtain the Performance Bond and Payment Bond within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Owner.

Add the following subparagraphs to paragraph 4.3:

4.3.5 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.

4.3.6 The Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in the Supplementary Conditions.

4.3.7 Further, the Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal Grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certifications form identical to that included in the Bidding Documents.

Delete subparagraph 4.4.1 and substitute the following:

4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar 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, and the concurrence of the Agency.

Delete the words ", if required," from subparagraph 4.4.4.

ARTICLE 5, CONSIDERATION OF BIDS

Delete subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall have the right to accept Alternates in the sequence listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

Delete subparagraph 7.1.1 and substitute the following:

7.1.1 Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of any obligations arising thereunder in such form and amount as the Owner may prescribe. Both bonds shall be separately written, each in the amount of the contract sum. The cost shall be included in the Bid.

Delete subparagraph 7.1.2 and substitute the following:

7.1.2 Surety companies executing bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.

Delete subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 The party to whom the Contract is awarded will be required to execute the Agreement and obtain a Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

Delete subparagraph 7.2.2 and substitute the following:

7.2.2 The bonds shall be written on forms identical to those included in the Bidding Documents.

(NOTE: Any additional provisions that are necessary to remain effective after execution of the Contract for Construction will be inserted here and continue in the same format.)

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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 \$ \_\_\_\_\_

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

RD Instruction 1924-A  
Guide 1, Attachment 3

for each consecutive calendar day thereafter as provided in Article 3 of the Owner-Contractor Agreement.

BIDDER acknowledges receipt of the following ADDENDA:

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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.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
-----	------	------	------------	--------	-------------

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)

oOo

3/3

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 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 and/or 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.

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. Power of  
Attorney must be attached.

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## 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: or ☐ If the proposed nonconstruction 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):

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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 the 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.

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**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)*

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)

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# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## U.S. DEPARTMENT OF AGRICULTURE

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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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.

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Organization Name

---

PR/Award Number or Project Name

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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 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 transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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.

# FORMS MANUAL INSERT

# FORM RD 3560-30

Form RD 3560-30  
(02-05)

Position 3

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT RURAL HOUSING SERVICE CERTIFICATION OF NO IDENTITY OF INTEREST (IOI)

Applicant/Borrower Name:	Project Name:
	Location: (Town, Country, State)

### IDENTITY OF INTEREST STATEMENT

No identity of interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has a 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or cancelling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, \_\_\_\_\_ (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that NO identity of interest relationship exists.

I also hereby certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Federal program.

I further understand and agree that I will complete an Identity of Interest Disclosure/Qualification Certificate if at any time my circumstances change, and an identity of interest relationship is formed.

Applicant/Borrower Signature	Date
Applicant/Borrower Signature	Date

\*Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

To be completed by the Multi-Family Housing Loan Applicant/Borrower to certify that no Identities of Interest exist.

Note: If the Applicant/Borrower has an identity of interest relationship both as a principal in the partnership AND as an individual, a Form RD 3560-31 "Identity of Interest (IOI) Disclosure / Qualification Certificate" will be executed for each.

PROCEDURE FOR PREPARATION : 7 CFR part 3560.

PREPARED BY : Applicants/Borrowers.

NUMBER OF COPIES : Original and two copies.

SIGNATURES REQUIRED : Applicants/Borrowers.

DISTRIBUTION COPIES : Original filed in Borrower's file; copy to Borrower; copy to State Director.

(02-24-05) SPECIAL PN

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
RURAL HOUSING SERVICE  
**CERTIFICATION OF NO IDENTITY OF INTEREST (101)**

Applicant/Borrower Name:	Project Name:
	Location: (Town, Country, State)

**IDENTITY OF INTEREST STATEMENT**

An Identity of Interest occurs:	
(1)	When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
(2)	When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
(3)	When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has a 10 percent or more financial interest in the supplying entity.
(4)	When the supplying entity advances any funds to the applicant/borrower and/or management entity.
(5)	When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
(6)	When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
(7)	When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, \_\_\_\_\_ (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that NO identity of interest relationship exists.

I also hereby certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Federal program.

I further understand and agree that I will complete an Identity of Interest Disclosure/Qualification Certificate if at any time my circumstances change, and an identity of interest relationship is formed.

\_\_\_\_\_  
Applicant/Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Borrower Signature

\_\_\_\_\_  
Date

\*Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or Judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

# FORMS MANUAL INSERT

FORM RD 3560-31

Form RD 3560-31  
(02-05)

FORM APPROVED  
OMB NO. 0575-0189

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT RURAL HOUSING SERVICE

### IDENTITY OF INTEREST DISCLOSURE/QUALIFICATION CERTIFICATE

#### SECTION I: TO BE COMPLETED BY ALL APPLICANTS/BORROWERS

Applicant/Borrower Name: (1)	Project Name: (2) Location: (Town, Country, State) (2)
---------------------------------	---

#### IDENTITY OF INTEREST STATEMENT

An identity of interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or cancelling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, (3) (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that an identity of interest relationship exists and hereby disclose on the following page(s) of this qualification form those entities with which I HAVE an identity of interest relationship.

I hereby certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal program.

I further understand and agree that I will update this Disclosure/Qualification Certificate if my circumstances change, and I agree to provide a new Disclosure/Qualification Certificate at any time requested by the Agency.

This Certification shall be in effect for a period of three years beginning on the (4) day of \_\_\_\_\_.

(5)

Applicant/Borrower Signature

**\*Warning:** Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

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 0575-0189. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

To be used for Multi-Family Housing Loans to record the qualifications of Identity of Interest (IOI) entities.

(see reverse)

#### PROCEDURE FOR PREPARATION

: 7 CFR part 3560, HB-1-3560 and HB-3-3560.

#### PREPARED BY

: Principal for trades or businesses with Identities of Interest relationships with RHS applicants/borrowers.

#### NUMBER OF COPIES

: Original and two copies.

#### SIGNATURES REQUIRED

: Identity of Interest Entity Principal.

#### DISTRIBUTION OF COPIES

: Original to Servicing Official, copy to Borrower, copy to each IOI entity.

(02-24-05) SPECIAL PN

PAGE 2 OF FORM RD 3560-31

IDENTITY OF INTEREST QUALIFICATION

SECTION II: TO BE COMPLETED BY THE PRINCIPAL FOR EACH BUSINESS OR TRADE WITH AN IDENTITY OF INTEREST (IOI) RELATIONSHIP WITH A CONTRACTING ENTITY. Use additional sheets for each IOI entity, if necessary.

IOI Entity Name: (6)  
Type of Entity: Contractor ☐ Subcontractor ☐ Architect ☐ Attorney ☐ Property Management ☐  
Trade or Business: (7)  
Supplier of: Material ☐ Labor ☐ Both ☐ Service ☐  
Describe IOI Entity's Relationship to Applicant/Borrower: \_\_\_\_\_  
Address: (7)  
Telephone Number: (7)  
Taxpayer Identification Number: (7)  
Number of Full-time Employees: (7) Part-time: (7) Years in Business: (7)  
Personnel (those responsible for completion of the contracted work): (8)  
Principal of IOI Entity: (9) Address: (9)  
Home Telephone Number: (9)  
Social Security Number: (9)  
Years in Business: (7)  
Training: (7)  
License(s) Held (include license numbers): (7)  
Name, Address and Telephone Number of Licensing Agencies: (10)  
Percent of Total Annual Compensation from Company: (11) %  
Disclose any criminal convictions or debarment from Local, State, or Federal Government Programs: (12)  
Disclose Any Current or Pending Legal Actions Against the Company or any of its Principals: (12)

Do any of the IOI companies function as "pass-throughs," i.e., does the IOI company purchase goods or services from another party and pass those goods or services through to the project? For each pass-through arrangement, respond to the statements below. (Use additional sheets as necessary.)

Name the IOI company involved.

Explain how the IOI compensation is determined.

Explain why it is more advantageous for the project to use the pass-through arrangement than to purchase directly from the ultimate supplier.

Attach fee schedules for all IOI companies disclosed.

I certify, under penalty of law\*, that the business in which I am employed is an ongoing trade or business qualified and properly licensed to undertake the work for which I intend to contract. I further certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate.

(15)

(Signature)  
IOI Entity Principal

Date

**\*Warning:** Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."



**INSTRUCTIONS FOR PREPARATION**

- Item 1        Insert loan applicant/borrower name.
- Item 2        Information on applicant/borrower project.
- Item 3        Print applicant/borrower name.
- Item 4        Insert date executed by applicant/borrower.
- Item 5        Signature of applicant/borrower.
- Item 6        Insert name of entity that has IOI with loan applicant, e.g., contractor, subcontractor, supplier, or management agent.
- Item 7        Information on entity listed in Item 6.
- Item 8        Superintendent, management agent of entity listed in Item 6.
- Item 9        Information on principal of entity listed in Item 6.
- Item 10       Insert name of Agency which issues licenses to persons listed in Item 9.
- Item 11       Insert percent of compensation received by person listed in Item 9.
- Item 12       Information by person listed in Item 9.
- Item 13       Information on companies listed in Item 6.
- Item 14       Attach fee schedule for all companies listed in Item 6.
- Item 15       Signature of IOI entity principal.

**UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
RURAL HOUSING SERVICE  
IDENTITY OF INTEREST DISCLOSURE/QUALIFICATION CERTIFICATE**

**SECTION 1: TO BE COMPLETED BY ALL APPLICANTS/BORROWERS**

Applicant/Borrower Name:	Project Name:
	Location: (Town, Country, State)

**IDENTITY OF INTEREST STATEMENT**

An Identity of Interest occurs:	
(1)	When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
(2)	When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
(3)	When any officer, director, stockholder, or partner of the applicant (borrower and/or management entity) has 10 percent or more financial interest in the supplying entity.
(4)	When the supplying entity advances any funds to the applicant/borrower and/or management entity.
(5)	When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
(6)	When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
(7)	When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, \_\_\_\_\_ (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that an identity of interest relationship exists and hereby disclose on the following page(s) of this qualification form those entities with which I HAVE an identity of interest relationship.

I hereby certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal program.

I further understand and agree that I will update this Disclosure/Qualification Certificate if my circumstances change, and I agree to provide a new Disclosure/Qualification Certificate at any time requested by the Agency.

This Certification shall be in effect for a period of three years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant/Borrower Signature

**\*Warning:** Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

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 0575-0189. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## IDENTITY OF INTEREST QUALIFICATION

SECTION II: TO BE COMPLETED BY THE PRINCIPAL FOR EACH BUSINESS OR TRADE WITH AN IDENTITY OF INTEREST (IOI) RELATIONSHIP WITH A CONTRACTING ENTITY. Use additional sheets for each IOI entity, if necessary.

101 Entity Name: \_\_\_\_\_

Type of Entity: Contractor ☐ Subcontractor ☐ Architect ☐ Attorney ☐ Property Management ☐

Trade or Business: \_\_\_\_\_

Supplier of: Material ☐ Labor ☐ Both ☐ Service ☐

Describe IOI Entity's Relationship to Applicant/Borrower: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of Full-time Employees: \_\_\_\_\_ Part-time: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Personnel (those responsible for completion of the contracted work): \_\_\_\_\_

Principal of IOI Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Training: \_\_\_\_\_

License(s) Held (include license numbers): \_\_\_\_\_

Name, Address and Telephone Number of Licensing Agencies: \_\_\_\_\_

Percent of Total Annual Compensation from Company: \_\_\_\_\_ %

Disclose any criminal convictions or debarment from Local, State, or Federal Government Programs: \_\_\_\_\_

Disclose Any Current or Pending Legal Actions Against the Company or any of its Principals: \_\_\_\_\_

Do any of the IOI companies function as "pass-throughs," i.e., does the IOI company purchase goods or services from another party and pass those goods or services through to the project? For each pass-through arrangement, respond to the statements below. (Use additional sheets as necessary.)

Name the IOI company involved.

Explain how the IOI compensation is determined.

Explain why it is more advantageous for the project to use the pass-through arrangement than to purchase directly from the ultimate supplier.

Attach fee schedules for all IOI companies disclosed.

I certify, under penalty of law\*, that the business in which I am employed is an ongoing trade or business qualified and properly licensed to undertake the work for which I intend to contract. I further certify, under penalty of law\*, and with knowledge that this information may be verified, that the information submitted is true and accurate.

\_\_\_\_\_  
(Signature)  
IOI Entity Principal

\_\_\_\_\_  
Date

**\*Warning:** Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

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 \_\_\_\_\_

oOo

1/1

**AIA DOCUMENT A101-2017**  
**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**(INSERT DOCUMENT HERE)**

ATTACHMENT TO AIA DOCUMENT A101-2017, *Standard Form of Agreement  
Between Owner and Contractor*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Contractor*," AIA Document A101-2017 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Add the following to paragraph 3.3.3:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ \_\_\_\_\_ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in subparagraph 5.1.3:

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

Insert the following sentences in subparagraph 5.1.7.1:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed or a withholding of equal or greater value, such as, 5% for the full duration of the project. If 10% is held, at 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the 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 Work completed.

#### ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.6:

8.7.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

#### ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the *Standard Form of Agreement Between Owner and Contractor* (this Attachment)  
*General Conditions of the Contract for Construction*, AIA A201-2017  
Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1942-A, Guide 27, Attachment 4)  
Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)  
*Instructions to Bidders*, AIA A701-1997  
Attachment to the *Instructions to Bidders* (RD Instruction  
1924-A, Guide 27, Attachment 2)  
Bid Form  
Bid Bond  
Compliance Statement (Form RD 400-6)  
Payment Bond  
Performance Bond  
Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions (Form AD 1048)  
Disclosure of Lobbying Activities (SF-LLL)  
Certification for Contracts, Grants and Loans (RD  
Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute  
the block on the following page:



RD Instruction 1924-A  
Guide 1  
Attachment 6  
Page 4

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

OWNER:

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CONTRACTOR:

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

AGENCY CONCURRENCE:

By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

o0o

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 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.)

oOo

1/1

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 or 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 properly 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 extension 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.

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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 SUBCONTRACTOR.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of the, 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 in 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 register 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, it 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.

IN WITNESS THEREOF, this instrument is executed in \_\_\_\_\_ Counterparts,  
Number  
each one of which shall be deemed an original, this the \_\_\_\_\_ day of  
\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

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.

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(5-12-87) SPECIAL PN

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name or Contractor)

\_\_\_\_\_  
(Address or 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 guaranty period and if the PRINCIPAL shall satisfy

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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 maybe, Available to then 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.

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

oOo

(5-12-87) SPECIAL PN



**POWER OF ATTORNEY  
FROM CONTRACTOR'S BONDING COMPANY**

**(INSERT DOCUMENT HERE)**

**CERTIFICATE OF INSURANCE  
FROM CONTRACTOR'S INSURANCE COMPANY**

**(INSERT DOCUMENT HERE)**

**AIA DOCUMENT A201-2017**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**(INSERT DOCUMENT HERE)**

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

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

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective and the "Concurrence" statement shall be attached to and made a part of the Agreement.

ARTICLE 2, OWNER

Delete subparagraph 2.3.6 and substitute the following:

2.3.6 The Contractor will be furnished, free of charge, five (5) copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction.

ARTICLE 3, CONTRACTOR

Add the following to subparagraph 3.7.1:

The Owner shall secure and pay for the health and environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits. The Contractor shall secure and pay for the building, mechanical, electrical, and plumbing permits and other governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received or negotiations concluded.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

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

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

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

ARTICLE 7, CHANGES IN THE WORK

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

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

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Delete paragraph 7.3 in its entirety.

#### ARTICLE 8, TIME

Add the following subparagraphs:

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

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

#### ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

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

Delete Subparagraph 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

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

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

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

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

Delete subparagraphs 9.9.1 and add the following:

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

.1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other

Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy by the Owner shall also be authorized by public authorities having jurisdiction over the Work.

- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

Add to subparagraph 9.9.3: Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

#### ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.1" in the first sentence of subparagraph 11.1.2.



Add the following subparagraph:

11.1.1. Insurance shall be:

- .1 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, or,
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Add the following sentence to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner.

Add the following sentence to the end of subparagraph 11.3.1:

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

Delete subparagraph 11.1.2 and substitute the following:

11.1.2 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the

State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following clauses:

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

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

Add the following paragraph:

#### 11.6 LATENT DEFECTS PROTECTION

##### 11.6.1

If the Contractor does not furnish payment and performance bonds, he or she shall agree to provide surety or guarantee acceptable to the Owner and the Agency against latent obligations and defects in connection with the construction.

- .1 The Contractor shall furnish a properly executed corporate latent defects bond, a maintenance bond, an unconditional and irrevocable letter of credit, or a cash deposit into a supervised bank account. Whichever instrument is used shall be in the amount of 10 percent of the Contract Sum.
- .2 The period of protection against latent obligations and defects shall be one year from the final acceptance of Work by the Owner and the Agency.
- .3 Final payment to the Contractor shall not be issued until the provisions of clause 11.6.1.1 have been met.

## ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

### 13.6 FEDERAL INSPECTION

13.6.1 The authorized representatives and agents of the Federal Government shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

### 13.7 LANDS AND RIGHTS-OF WAY

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

### 13.8 EQUAL OPPORTUNITY REQUIREMENTS

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

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

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

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

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

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

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

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

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

### 13.9 STATUTES

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

13.9.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in

connection with construction to give up any part of the compensation to which the person is otherwise entitled.

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

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.9.1.3 Davis-Bacon Act (40 U.S.C. 276a) as supplemented in Department of Labor regulations (29 C.F.R. part 5). If applicable, the Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provision of this Act.

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

### 13.10 RECORDS

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

### 13.11 IDENTITY OF INTEREST

13.11.1 The Owner will complete and sign Form RD 3560-30, "Identity of Interest (IOI) Disclosure Certificate." If applicable, the Contractor or any Subcontractor, Material Supplier, or Equipment Lessor sharing an identity of interest will, prior to receipt of any payment, complete and sign Form RD 3560-31, "Identity of Interest (IOI) Qualification."

13.11.2 If and when an identity of interest exists, the Contractor, Subcontractor, Material Suppliers, or Equipment Lessor:

13.11.2.1 Will, prior to receipt of any payment, provide the Owner and the Agency a written assertion that it has an accounting system suitably designed to provide for a line-item basis comparison of the actual cost with the estimated cost.

13.11.2.2 Will, prior to receipt of any payment, provide the Owner and the Agency with a detailed breakdown of the estimated cost amount for evaluation, using Form RD 1924-13, "Estimate and Certificate of Actual Cost."

13.11.2.3 Will deduct any discounts or rebates from invoices provided to the Owner for payment. Any discounts or rebates received on invoices already paid by the Owner will be refunded to the Owner or subtracted from any payment retainage.

13.11.2.4 Will not be entitled to receive payment for general overhead, profit, or general requirements, respectively, in excess of the amounts represented on the estimate of cost breakdown in accordance with clause 13.11.2.2.

13.11.2.5 Will, prior to receipt of final payment, provide the Owner and the Agency with a detailed breakdown of the actual cost compared to the estimated cost, using Form RD 1924-13. When required, the actual cost will be audited by a Certified Public Accountant, or Licensed Public Accountant licensed on or before December 31, 1970, who will provide an opinion concerning whether the actual construction costs present fairly the costs of construction in conformity with eligible construction costs as prescribed in Rural Development regulations.

13.11.2.6 Will, prior to receipt of final payment, provide the Owner and the Agency with documentation on all Form RD 1924-13 actual cost line items that are a minimum of fifteen percent (15%) higher or lower than the estimated costs. The documentation will provide justification for the deviations.

13.11.3 If and when an identity of interest exists between the Owner and Contractor, the Contractor is entitled to receive a builder's fee (general overhead and profit) only when the highest subcontract Sum is no more than fifty percent (50%) of the Contract Sum, and the total of the highest three Subcontract Sums is no more than seventy-five percent (75%) of the Contract Sum. Any payments made to the Contractor for a builder's fee to which contractor is not entitled will be refunded to the Owner or subtracted from any payment retainage.

#### 13.12 ENVIRONMENTAL REQUIREMENTS

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

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

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

materials, a fossil or other paleontological materials will require the Contractor to:

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

#### 13.13 DEBARMENT AND SUSPENSION

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

#### ARTICLE 15 CLAIMS AND DISPUTES

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

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

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



**RURAL DEVELOPMENT  
TEMPORARY CONSTRUCTION SIGN TEMPLATE**

**(INSERT DOCUMENT HERE)**

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 PRO-

CEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_

This the \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification

Number \_\_\_\_\_

oOo

1/1

Form RD 1924-7

(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT AND  
FARM SERVICE AGENCY**CONTRACT CHANGE ORDER**

ORDER NO. \_\_\_\_\_

DATE \_\_\_\_\_

STATE \_\_\_\_\_

COUNTY \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

OWNER \_\_\_\_\_

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)

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 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ☐ ORIGINAL-BORROWER'S CASE FOLDER  
☐ COPY-CONTRACTOR  
☐ COPY-BORROWER

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				* Detailed breakdown attached
NET CHANGE				

## CONTRACT TIME

Original (days) \_\_\_\_\_  
Revised \_\_\_\_\_  
Remaining \_\_\_\_\_

On Schedule

☐ Yes☐ No

Starting Date \_\_\_\_\_

Projected Completion \_\_\_\_\_

## 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.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

## APPROVED BY OWNER:

Owner \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

## 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.

Architect or Engineer \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

## 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.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## TYPICAL UNIT PRICE BREAKDOWN

[illegible]

## TYPICAL LUMP SUM PRICE BREAKDOWN

## TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN

ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COM- PLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
						RETAINAGE			
						WORK COMPLETED:	THIS ESTIMATE	PERCENT	RETAINED
								%	
							STORED MATERIALS:		
							OTHER (explain)		
TOTALS					TOTAL				

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

## USDA

Form RD 1924-9  
(Rev. 1-98)Form Approved  
OMB No. 0575-0042

Date \_\_\_\_\_

Dear Sir:

I hereby acknowledge the receipt of \_\_\_\_\_ dollars

(S \_\_\_\_\_) in full payment of my contract dated \_\_\_\_\_  
for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me under this contract on account of injuries sustained by workers employed by me or by subcontractors thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching Form RD 1924-10, "Release by Claimants," signed by all persons from whom I have purchased materials and by all subcontractors and all persons employed in connection with my contract with the above-named borrower.

## WARNING

The statements and representations made above are made in connection with construction financed in whole or in part by the United States Department of Agriculture (USDA). The statements and representations will be used to determine the release of USDA provided funds. The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 U.S.C. § 1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or statement or entry, shall be fined under [title 18 of the United States code] or imprisoned not more than five years, or both.

Sincerely,

\_\_\_\_\_  
Contractor

Position 6

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 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.

RD 1924-9 (Rev. 1-98)

Used by contractors to certify that payment has been made in full for all material and labor used in the performance of this contract and to release the borrower from any claims which might arise by virtue of the contract. When, pursuant to State Instruction, Form RD 1924-10, "Release of Claimants," is not required in conjunction with Form RD 1924-9, the last paragraph of Form RD 1924-9 will be deleted.

PROCEDURE FOR PREPARATION : RD Instruction 1924-A.PREPARED BY : Contractor.NUMBER OF COPIES : Original only.SIGNATURES REQUIRED : Original by contractor.DISTRIBUTION OF COPIES : Original to servicing office.

Date \_\_\_\_\_

Dear Sir:

I hereby acknowledge the receipt of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) in full payment of my contract dated \_\_\_\_\_ for improvement work which I did for you and  
which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there  
are no claims against me under this contract on account of injuries sustained by workers employed by me or by subcontractors  
thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching Form RD 1924-10, "Release by Claimants," signed by all persons from whom I have purchased materials and by all  
subcontractors and all persons employed in connection with my contract with the above-named borrower.

**WARNING**

**The statements and representations made above are made in connection with construction financed in whole or  
in part by the United States Department of Agriculture (USDA). The statements and representations will be  
used to determine the release of USDA provided funds. The making of any false statement or misrepresentation  
herein may be a crime punishable under Title 18 U.S.C. § 1001 which provides in part: "Whoever, in any matter  
within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or  
covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or  
representations, or makes or uses any false writing or statement or entry, shall be fined under [title 18 of the United  
States code] or imprisoned not more than five years, or both.**

Sincerely,

Contractor

Position 6

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 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.

Form Approved  
OMB No. 0575-0042

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to \_\_\_\_\_, Contractor, or to any subcontractor, in the construction or repair of the improvements upon the property located at:

\_\_\_\_\_, and furnished in the execution and fulfillment of contract between said Contractor and \_\_\_\_\_ Owner, dated \_\_\_\_\_

[illegible]

### POSITION 6

RD 1924-10 (Rev. 1-98)

Used also in connection with work performed by or under the direction of the borrower whenever the borrower or USDA has reason to believe that there may be danger of claims against the property. In such case, the borrower will be required to secure the signatures of appropriate claimants on Form RD 1924-10 before final payments are made for labor, materials, or equipment.

: RD Instructions 1924-A and 1942-A

: Contractor for work performed by the contract method.  
Borrower for work performed by the borrower method.

: Original only.

: All persons or firms who furnished labor, material, or equipment to the contractor or borrower in connection with construction, repair, or improvements.

: Original to Area or Local Servicing Office.



## RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to \_\_\_\_\_, Contractor, or to any subcontractor, in the construction or repair of the improvements upon the property located at:

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

\_\_\_\_\_, and furnished in the execution and fulfillment of contract between said Contractor and \_\_\_\_\_ Owner, dated \_\_\_\_\_

\_\_\_\_\_, do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the Owner thereof, and against said Contractor.

<i>Lien or Claimant</i>	<i>Work or Materials</i>	<i>Amount</i>	<i>Date</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

## PLAN CERTIFICATION

(Property Name/Applicants Name and Case Number)	
(Property Address)	(City)
(County)	(State)

### BUILDING

TYPE:

☐

Single Family

☐

Multi-Family

PLANS:

☐

Original

☐

Modifications

I, \_\_\_\_\_ being a \_\_\_\_\_  
(type or print) (licensed architect, engineer, or authorized building official, etc.)  
in the State of \_\_\_\_\_, hereby certify that I have reviewed:

☐

the plans and specifications dated \_\_\_\_\_ prepared by \_\_\_\_\_  
(name of firm or individual)  
for the above property

☐

the thermal performance plans, specifications and calculations dated \_\_\_\_\_  
prepared by \_\_\_\_\_ for the above property  
(name of firm or individual)

☐

the seismic design (plans and specifications) dated \_\_\_\_\_ prepared by \_\_\_\_\_  
\_\_\_\_\_ for the above property  
(name of firm or individual)

☐

modifications listed below, that have been clearly indicated on the drawings and specifications  
dated \_\_\_\_\_ prepared by \_\_\_\_\_ and certified by \_\_\_\_\_  
(name of firm or individual)  
\_\_\_\_\_ and related to the above property  
(name of firm or individual)

### MODIFICATIONS

Based upon this review, to the best of my/our knowledge, information, and belief, these documents comply with the:

(name and edition of the applicable development standard)

and

(name and edition of the applicable energy standards/requirements in accordance with RD Instruction 1924-A, Exhibit D)

designated as the applicable Rural Development or Farm Service Agency development standards for this project.

I understand the purpose of this certification is to induce United States Government to finance the construction of the above project and plan. I further understand that false certification constitutes a violation of 18 U.S.C. Section 1001 punishable by fine and/or imprisonment and, in addition, may result in debarment from participating in future government programs.

(Signature)

(Date)

(Type or print name)

(Professional Registration No.)

(Title)

(Expiration Date if applicable)

(Area Code + Telephone Number)

**TECHNICAL SPECIFICATIONS**

**(INSERT DOCUMENTS HERE)**

## **PLANS**

**(ATTACH DOCUMENTS HERE)**

## PLAN CERTIFICATION

(Property Name/Applicants Name and Case Number) Persimmon Park Apartments	
(Property Address) 406 Wade Street	(City) Mitchell
(County) Lawrence	(State) Indiana

BUILDING TYPE: ☐ Single Family ☒ Multi-Family  
PLANS: ☐ Original ☒ Modifications

I, John A. Hawkins being a licensed architect  
(type or print) (licensed architect, engineer, or authorized building official, etc.)  
in the State of Indiana, hereby certify that I have reviewed:

- ☒ the plans and specifications dated 0 prepared by John A. Hawkins, AIA  
(name of firm or individual)  
for the above property
- ☐ the thermal performance plans, specifications and calculations dated 0  
prepared by (name of firm or individual) for the above property
- ☐ the seismic design (plans and specifications) dated 0 prepared by  
(name of firm or individual) for the above property
- ☐ modifications listed below, that have been clearly indicated on the drawings and specifications  
dated 0 prepared by (name of firm or individual) and certified by  
(name of firm or individual) and related to the above property

### MODIFICATIONS


Based upon this review, to the best of my/our knowledge, information, and belief, these documents comply with the:

2014 Indiana Building Code, UFAS, 2010 ADA Standards and  
(name and edition of the applicable development standard)

all new work: 2010 Indiana Energy Code (ASHRAE 90.1-2007)  
(name and edition of the applicable energy standards/requirements in accordance with RD Instruction 1924-A, Exhibit D)

designated as the applicable Rural Development or Farm Service Agency development standards for this project.

I understand the purpose of this certification is to induce United States Government to finance the construction of the above project and plan. I further understand that false certification constitutes a violation of 18 U.S.C. Section 1001 punishable by fine and/or imprisonment and, in addition, may result in debarment from participating in future government programs.

 Digitally signed by John A.  
Hawkins  
(Signature) Date: 2019.02.05 18:42:34 -05'00'

0  
(Date)

John A. Hawkins  
(Type or print name)

Indiana AR00860010  
(Professional Registration No.)

Architect  
(Title)

0  
(Expiration Date if applicable)

(812) 282-9554  
(Area Code + Telephone Number)

**TECHNICAL SPECIFICATIONS**  
**(INSERT DOCUMENTS HERE)**



**PLANS**

**(ATTACH DOCUMENTS HERE)**