



United States Department of Agriculture

AD 1048

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

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

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

### *Instructions for Certification*

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

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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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)*

Exhibit C

Rural Development Financed Contract

TO: Area Director, Office of Federal Contract Compliance Programs U. S.  
Department of Labor (DOL)

(Insert address for your DOL area, from Exhibit E, RD Instruction 1901-E

We submit the following information relative to a construction contract in  
excess of \$10,000:

- 1. Contractor's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Employer's Identification Number: \_\_\_\_\_
  
- 2. Contract for: \$ \_\_\_\_\_  
 Starting Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ City: \_\_\_\_\_  
 DOL Region: \_\_\_\_\_

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UNITED STATES DEPARTMENT OF AGRICULTURE

**NOTICE TO CONTRACTORS AND APPLICANTS**

Attached is a nondiscrimination poster. In accordance with the terms of your construction contract with \_\_\_\_\_;

*(Name of Borrower or Recipient of Grant)*

the poster is to be displayed in all employment offices, on bulletin boards, and in other conspicuous places available to employees and applicants for employment. The poster must be displayed in the same manner by your subcontractors who are subject to the equal opportunity provisions of your contract, and you are required to furnish them with such posters. Additional copies of the posters may be obtained from this office.

Any reference to Federal Government contract or contractors in the standard forms or posters is to be interpreted to include any contract for construction work financed in whole or in part with a United States Department of Agriculture (USDA) loan or grant.

"Subcontractors" as used herein means any subcontractor holding a subcontract which calls for supplies or services required for the performance of the prime contract except subcontracts which either (1) do not exceed \$10,000 (\$100,000 if for standard commercial supplies or raw materials) or (2) are below the second tier and do not call for construction work at the site of construction, including any temporary location or facility established by the subcontractor specifically to meet the demands of his subcontract.

A USDA official may conduct compliance reviews of contracts covered by Executive order 11246, as amended. You will be notified if such a review is scheduled.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*USDA official*

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Address of Contractor*

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).



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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

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

**(note if Bonds are not required remove the reference to Bonds. Remove this note)**

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

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_  
Title \_\_\_\_\_

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:

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

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

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

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

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

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

ARTICLE 2, OWNER

Delete subparagraph 2.3.6 and substitute the following:

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

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

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

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects.

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.

Add the following sentence to paragraph 7.3.1: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

Delete subparagraph 7.3.2.

Add the following, where appropriate, to 7.3.3 through 7.3.10: "When the use of a Construction Change Directive is justified"



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.

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, second 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 and use by the Owner shall not commence until 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 Documents 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 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 subparagraphs:

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.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.6 LANDS AND RIGHTS-OF WAY

13.6.1 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.

13.7 EQUAL OPPORTUNITY REQUIREMENTS

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

13.7.1 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.

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

13.7.3 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.

13.7.4 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.

13.7.4.1 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.

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

13.7.5 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.

13.7.6 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.

### 13.8 STATUTES

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

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

13.8.1.2 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.

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

### 13.9 RECORDS

13.9.1 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.

### 13.10 ENVIRONMENTAL REQUIREMENTS

13.10.1 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.

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

13.10.2.1 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.

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



13.11 DEBARMENT AND SUSPENSION

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

ARTICLE 15 CLAIMS AND DISPUTES

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

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

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

oOo

ITEM IV

C O N T R A C T

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

WITNESSETH:

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

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

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

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

(Guide 17) (Page 7)  
(Revision 1)

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

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

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

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

RD Instruction 1942-A  
(Guide 17) (Page 8)  
(Revision 1)

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

OWNER:

\_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

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

\_\_\_\_\_.

U. S. Department of Agriculture  
Rural Development

By \_\_\_\_\_ Title \_\_\_\_\_

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

## ITEM V

## GENERAL CONDITIONS

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

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

(Guide 17) (Page 11)

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

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

\_\_\_\_\_

\_\_\_\_\_ A. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and Rural Development, of all work required hereunder and compliance by the Contractor with all the terms and conditions of this contract.

\_\_\_\_\_

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

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

RD Instruction 1942-A  
(Guide 19 - Attachment 8)

NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_

This the \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

oOo

1/1



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 \_\_\_\_\_

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 for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

TYPICAL UNIT PRICE BREAKDOWN \*

ITEM	DESCRIPTION	CONTRACT <i>(revised)</i>			THIS PERIOD		TOTAL TO DATE		% COM- PLETE
		QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
	TOTALS								

TYPICAL LUMP SUM PRICE BREAKDOWN *						TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *				
ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COM- PLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD				
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT	
						RETAINAGE				
							THIS ESTIMATE	PERCENT	RETAINED	
								%		
						WORK COMPLETED:				
						STORED MATERIALS:				
						OTHER <i>(explain)</i>				
	TOTALS					TOTAL				

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

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

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT AND  
FARM SERVICE AGENCY

**CONTRACT CHANGE ORDER**

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

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.*



## BUILDER'S WARRANTY

Names and Address of Purchasers or Owners

Property

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Purchasers or Owners identified above and to the successors or transferees, all of whom are hereinafter referred to as Owners that:

The building, including appurtenances located on the property identified above, is constructed or improved in substantial conformity with the drawings and specifications which have been accepted in writing by the respective USDA Agency. This warranty applies to all workmanship, materials, and the installation of equipment (including, but not limited to, the heating system, water heater, ranges and refrigerator).

The Owners shall give written notice to the Warrantor promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of warranty. The period of warranty shall be (a) in the case of new construction or rehabilitation, one year from the date of initial occupancy of the completed or rehabilitated building, or (b) in the case of improvements made to an existing building owned by the Owners prior to the improvements being made, one year from the date of the completion of the work.

It is agreed and understood that this warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of warranty.

Warrantor further agrees that warrantor will take any necessary actions to correct such defective conditions within \_\_\_\_\_ days

of receipt of written notice. If such action is not taken within \_\_\_\_\_ days, the Owners may, at their option, contract with another party for the correction of the defects. Warrantor agrees to pay any expenses incurred by the Owners to correct defects covered by this warranty.

This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owners may have under any other law or instrument, and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owners.

This warranty is executed, in part, for the purpose of inducing the United States Department of Agriculture, (USDA) to make, insure, or guarantee a loan on the Property.

If this warranty is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that the person is authorized to execute same by the Warrantor and by the person's signature the Warrantor is bound under the terms and conditions of this warranty

NOTES: A- The warrantor must complete all three copies except dates, meet with owner to agree on notification period, sign and give to the Owner with the final request for payment.

Owner must meet with Warrantor to agree on warranty notification period and to date and sign the warranty, owner must retain original, and forward one copy to contractor, and one to the respective USDA Agency with the final request for payment.

B. This warranty shall be required in all cases involving new construction or rehabilitation of buildings including those built under contract, those built for sale without the respective USDA Agency's required construction inspections and those under conditional commitment procedures.

### WARNING

Section 100 I of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully ... makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$250,000 or imprisoned not more than five 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 0575-0042. 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.

In addition to the preceding warranty, the following items are covered by a company warranty or guarantee as follows:

Item	Serial & Model No.	Name and Address of Company	No. Yrs. or Mos. of Warranty
Heating System			
Kitchen Range			
Water Heater			
Refrigerator			
Manufactured Home			
Other			
Other			

**NOTICE TO OWNERS: ANY NOTICE OF DEFECTIVE WORKMANSHIP, MATERIALS OR NONCONFORMITY MUST BE DELIVERED TO THE WARRANTOR NO LATER THAN**

\_\_\_\_\_

(Warrantor shall insert date one (1) year from initial occupancy, date of conveyance of title or date of completion, whichever is applicable.) All plastic pipe used in this job will carry a 5 -year warranty from the date shown by the Warrantor above.

We have furnished the above company warranties or guarantees to the Owners for their use. If this warranty covers a manufactured home, we certify that the manufactured home property substantially complies with the plans and specifications and the manufactured home sustained no hidden damage during transportation and, if manufactured in separate sections, that the sections were properly joined and scaled according to the manufacturer's specifications.

The Warrantor has signed this warranty this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
(Warrantor's Address)

\_\_\_\_\_  
Warrantor (Signature & Title) (SEAL)

Receipt of this warranty is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)