

## **Project Manual Part - 2**

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EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0201. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at [ICRMRequests@usda.gov](mailto:ICRMRequests@usda.gov).*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

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 Diverse Housing Services, Inc.;  
*(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*

COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

Diverse Housing Services, Inc.

(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)*

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 where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Diverse Housing Services, Inc.  
7777 Glades Road Suite 100  
Boca Raton, FL 33434

and the Contractor:  
*(Name, legal status, address and other information)*

TBD

for the following Project:  
*(Name, location and detailed description)*

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

The Architect:  
*(Name, legal status, address and other information)*

Cool and Cobb Engineering Company  
203 W Main St  
Avon Park, FL 33825

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

-

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Paragraph deleted)*

- Not later than ( ) calendar days from the date of commencement of the Work.

Init.

[ X ] By the following date: April 15<sup>th</sup>, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
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§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

(SEE RD Instruction 1924-A, Guide1, Attachment 6)

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 20 ( 20 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10% (Ten Percent)

Init.

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§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

2 % Two Percent Annum

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Gregory Hyson  
Vice President  
Diverse Housing Services, Inc  
7777 Glades Road, Suite 100  
Boca Raton, FL 33434  
Office: (561)226-3930  
Fax: (561) 423-7782  
Direct: (202) 256-1648

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2

*(Paragraphs deleted)*

.5 Drawings

Number

Sheets 1 thru 12

Title

Amaryllis Gardens

Date

2/8/2024

.6 Specifications

Section

Title

Date

Pages

.7 Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*

[ X ] Supplementary and other Conditions of the Contract:

Init.

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User Notes:

(1937006925)

Document	Title	Date	Pages
1. Form RD 1924-25 Plan Certification	Plan Certification	Rev. 7-99	2
2. RD Instr. 1924-A, Guide 1, Attachment 1	Advertisement for Bids	2-16-83	2
3. AIA Document A701-1007 or current edition	Instructions to Bidders	2018	9
4. RD Instr. 1924-A, Guide 1, Attachment 2	Attachment to Instructions to Bidders	8-26-98	3
5. RD Instr.1924-A, Guide 1, Attachment 3	Bid Form	2-16-83	3
6. RD Instr.1924-A, Guide 1, Attachment 4	Bid Bond	2-16-83	2
7. Form RD 400-1 signed by owner, identifies EOC requirements for contractor	Equal Opportunity Agreement Owner	Rev. 8-22	2
8. Form RD 400-3	Notice to Contractor and Applicant	Rev. 2-98	1
9. Form RD 400-6 (current form)	Compliance Statement	Rev. 12-09	2
10. RD Instr.1924-A, Guide 1, Attachment 5	Notice of Award	2-16-83	1
11. AIA Document A101 or approved AIA alternate AIA agreement	Owner Contractor Agreement	2017	9
12. RD Instr. 1924-A, Guide 1, Attachment 6	Attachment to Owner/Contractor Agreement	8-26-98	2
13. RD Instr. 1924-A, Guide 1, Attachment 7	Certificate of Owner's Attorney	2-16-83	1
14. RD Instr. 1924-A, Exhibit F	Payment Bond	5-12-87	3
15. RD Instr. 1924-A, Exhibit G	Performance Bond	5-12-87	3
16. RD Instr. 1924-A, Guide 1, Attachment 9	Notice to Proceed	2-16-83	1
17. AIA Document A201-2017	General Conditions of the Contract	2017	40
18. RD Guide 1, Attachment 10	Attachment to the General Conditions of the Contract	8-26-98	14
19.Certification for Contracts Grants & Loans RD1940Q, Exhibit A-1	Lobbying Certification	8-21-91	1
20. Form RD 1924-18	Application & Certificate for Payment	Rev. 6-97	2
21. Form RD 1924-7	Contract Change Order	Rev. 2-97	1
22. AIA Document G707	Consent of Surety to Final Payment	Rev. 1-98	1
23. Form RD 1924-9	Release of Liens	Rev. 1-98	1
24. Form RD 1924-10	Release of Claimants	Rev, 1-98	1
25. Form RD 1924-19	Builder's Warranty	Rev. 1-00	2
26. Rural Development Template	Construction Sign Detail	3-3-21	3
27. RD Instr. 1940-C, Exhibit A	Labor Standards Provisions	10-30-96	18
28. Department of Labor	Wage Rate Determination	9-11-23	13

Init.

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User Notes:

(1937006925)

*(Paragraphs deleted)*

- .9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*



# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:45:31 ET on 02/08/2024.

## PAGE 1

Diverse Housing Services, Inc.  
7777 Glades Road Suite 100  
Boca Raton, FL 33434

...

TBD

...

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

...

*(Name, legal status, address and other information)*

Cool and Cobb Engineering Company  
203 W Main St  
Avon Park, FL 33825

## PAGE 2

*(Check one of the following boxes.)*

...

A date set forth in a notice to proceed issued by the Owner.

...

*(Check one of the following boxes and complete the necessary information.)*

## PAGE 3

By the following date: April 15<sup>th</sup>, 2024

...

(SEE RD Instruction 1924-A, Guide1, Attachment 6)

## PAGE 4

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:45:31 ET on 02/08/2024 under Order No.2114441116 which expires on 06/04/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1937006925)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 20 ( 20 ) days after the Architect receives the Application for Payment.

...

10% (Ten Percent)

**PAGE 5**

2 % Two Percent Annum

**PAGE 6**

Litigation in a court of competent jurisdiction

...

Gregory Hyson

Vice President

Diverse Housing Services, Inc

7777 Glades Road, Suite 100

Boca Raton, FL 33434

Office: (561)226-3930

Fax: (561) 423-7782

Direct: (202) 256-1648

**PAGE 7**

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

~~.3 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~

~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this Agreement.)~~

...

Sheets 1 thru 12

Amaryllis Gardens

2/8/2024

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~[ ] The Sustainability Plan:~~

Supplementary and other Conditions of the Contract:

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

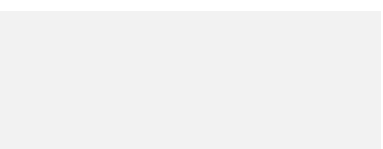
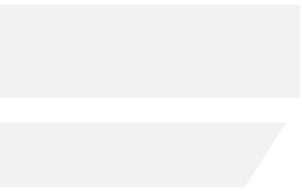
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

<u>1. Form RD 1924-25 Plan</u>	<u>Plan Certification</u>	<u>Rev. 7-99</u>	<u>2</u>
--------------------------------	---------------------------	------------------	----------

	<u>Certification</u>		
2.	<u>RD Instr. 1924-A, Guide 1, Attachment 1</u>	<u>Advertisement for Bids</u>	<u>2-16-83</u> <u>2</u>
3.	<u>AIA Document A701-1007 or current edition</u>	<u>Instructions to Bidders</u>	<u>2018</u> <u>9</u>
4.	<u>RD Instr. 1924-A, Guide 1, Attachment 2</u>	<u>Attachment to Instructions to Bidders</u>	<u>8-26-98</u> <u>3</u>
5.	<u>RD Instr.1924-A, Guide 1, Attachment 3</u>	<u>Bid Form</u>	<u>2-16-83</u> <u>3</u>
6.	<u>RD Instr.1924-A, Guide 1, Attachment 4</u>	<u>Bid Bond</u>	<u>2-16-83</u> <u>2</u>
7.	<u>Form RD 400-1 signed by owner, identifies EOC requirements for contractor</u>	<u>Equal Opportunity Agreement Owner</u>	<u>Rev. 8-22</u> <u>2</u>
8.	<u>Form RD 400-3</u>	<u>Notice to Contractor and Applicant</u>	<u>Rev. 2-98</u> <u>1</u>
9.	<u>Form RD 400-6 (current form)</u>	<u>Compliance Statement</u>	<u>Rev. 12-09</u> <u>2</u>
10.	<u>RD Instr.1924-A, Guide 1, Attachment 5</u>	<u>Notice of Award</u>	<u>2-16-83</u> <u>1</u>
11.	<u>AIA Document A101 or approved AIA alternate AIA agreement</u>	<u>Owner Contractor Agreement</u>	<u>2017</u> <u>9</u>
12.	<u>RD Instr. 1924-A, Guide 1, Attachment 6</u>	<u>Attachment to Owner/Contractor Agreement</u>	<u>8-26-98</u> <u>2</u>
13.	<u>RD Instr. 1924-A, Guide 1, Attachment 7</u>	<u>Certificate of Owner's Attorney</u>	<u>2-16-83</u> <u>1</u>
14.	<u>RD Instr. 1924-A, Exhibit F</u>	<u>Payment Bond</u>	<u>5-12-87</u> <u>3</u>
15.	<u>RD Instr. 1924-A, Exhibit G</u>	<u>Performance Bond</u>	<u>5-12-87</u> <u>3</u>
16.	<u>RD Instr. 1924-A, Guide 1, Attachment 9</u>	<u>Notice to Proceed</u>	<u>2-16-83</u> <u>1</u>
17.	<u>AIA Document A201-2017</u>	<u>General Conditions of the Contract</u>	<u>2017</u> <u>40</u>
18.	<u>RD Guide 1, Attachment 10</u>	<u>Attachment to the General Conditions of the Contract</u>	<u>8-26-98</u> <u>14</u>
19.	<u>Certification for Contracts Grants &amp; Loans RD1940Q, Exhibit A-1</u>	<u>Lobbying Certification</u>	<u>8-21-91</u> <u>1</u>
20.	<u>Form RD 1924-18</u>	<u>Application &amp; Certificate for Payment</u>	<u>Rev. 6-97</u> <u>2</u>
21.	<u>Form RD 1924-7</u>	<u>Contract Change Order</u>	<u>Rev. 2-97</u> <u>1</u>
22.	<u>AIA Document G707</u>	<u>Consent of Surety to Final Payment</u>	<u>Rev. 1-98</u> <u>1</u>
23.	<u>Form RD 1924-9</u>	<u>Release of Liens</u>	<u>Rev. 1-98</u> <u>1</u>
24.	<u>Form RD 1924-10</u>	<u>Release of Claimants</u>	<u>Rev. 1-98</u> <u>1</u>
25.	<u>Form RD 1924-19</u>	<u>Builder's Warranty</u>	<u>Rev. 1-00</u> <u>2</u>
26.	<u>Rural Development Template</u>	<u>Construction Sign Detail</u>	<u>3-3-21</u> <u>3</u>
27.	<u>RD Instr. 1940-C, Exhibit A</u>	<u>Labor Standards Provisions</u>	<u>10-30-96</u> <u>18</u>
28.	<u>Department of Labor</u>	<u>Wage Rate Determination</u>	<u>9-11-23</u> <u>13</u>
29.	<u>Form RD 1924-16</u>	<u>Record of Pre-Construction Conference</u>	<u>Rev. 2-87</u> <u>4</u>

[ ] ~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:45:31 ET on 02/08/2024 under Order No. 2114441116 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

ATTACHMENT TO AIA DOCUMENT A101-1997, *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 A101-1997 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:

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 \$ 1,500.00 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 clauses 5.1.6.1 and subparagraph 5.1.6.2.

Delete the last sentence of clause 5.1.6.1.

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)

Delete subparagraph 5.1.8.

ARTICLE 8, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 8.1.3:

Attachment to the *Standard Form of Agreement Between Owner and Contractor* (RD Instruction 1924-A, Guide 1, Attachment 6)  
*General Conditions of the Contract for Construction*, AIA A201-1997  
Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1924-A, Guide 1, Attachment 10)  
Special Conditions

Subparagraph 8.1.7:

Advertisement for Bids (RD Instruction 1924-A, Guide 1, Attachment 1)  
*Instructions to Bidders*, AIA A701.1997  
Attachment to the *Instructions to Bidders* (RD Instruction 1924-A, Guide 1, Attachment 2)  
Bid (RD Instruction 1924-A, Guide 1, Attachment 3)  
Bid Bond (RD Instruction 1924-A, Guide 1, Attachment 4)  
Compliance Statement (Form RD 400-6)  
Payment Bond (RD Instruction 1924-A, Exhibit F)  
Performance Bond (RD Instruction 1924-A, Exhibit G)  
Notice of Award (RD Instruction 1924-A, Guide 1, Attachment 5)  
Identity of Interest (IOI) Disclosure Certificate (Form RD 1944-30)  
Identity of Interest (IOI) Qualification (Form RD 1944-31)  
Contract Concurrence (RD Instruction 1924-A, Guide 1, Attachment 8)  
Labor Standards Provisions (RD Instruction 1940-C, Exhibit A)  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD 1048)  
Standard Form-LLL, "Disclosure of Lobbying Activities" (RD Instruction 1940-Q, Exhibit A)  
Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

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.

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.

oOo

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

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

NOTICE TO PROCEED

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

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

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

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

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

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

oOo