

Project Manual Part - 4

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ATTACHMENT TO AIA DOCUMENT A201-1997, *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 A201-1997 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

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

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

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

ARTICLE 3, CONTRACTOR

Delete subparagraph 3.7.1 and substitute the following:

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

ARTICLE 4, ADMINISTRATION OF THE CONTRACT

Delete the last sentence of subparagraph 4.1.1 and substitute the following:

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.

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 4.4.5.

Replace the word "shall" with the word "may" in the first and second sentences of subparagraph 4.6.1.

Delete subparagraph 4.6.2 and substitute the following:

4.6.2 The arbitration provisions of this section may be initiated by either party to this Contract by filing with the other party and the Architect a written request for arbitration. The other party may accept or reject the request by filing a written answering statement with the requesting party and the Architect within fourteen (14) calendar days of receipt of such request. If the request is accepted the provisions of this section will apply. If the request is rejected or an answering statement is not filed within the fourteen (14) day period, the provisions of this section will not apply.

4.6.2.1 Within fourteen (14) calendar days or any mutually agreeable time period thereafter, each party to this Contract will appoint one arbitrator. Within fourteen (14) calendar days or any mutually agreeable time period thereafter, the two arbitrators will select a third arbitrator. Failure to appoint the arbitrator(s) within the mutually agreeable time period will terminate further actions under this section.

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

4.6.2.3 The Procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

Delete subparagraphs 4.6.3, 4.6.4 and 4.6.5.

ARTICLE 5, SUBCONTRACTORS

Delete the first sentence of subparagraph 5.2.2 and substitute the following:

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

ARTICLE 7, CHANGES IN THE WORK

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

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

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

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," 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. When the Contract Sum is based on unit price, a unit bid quantity may be increased or decreased by a maximum of twenty percent (20%) without invalidating the unit price.

Delete subparagraph 7.2.2 and substitute the following:

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

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

Delete paragraph 7.3 in its entirety.

ARTICLE 8, TIME

Add the following subparagraphs:

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

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

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

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

Delete Subparagraph 9.3.2 and substitute the following:

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

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

Add the following subparagraph:

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

Replace the word "seven" with the words "thirty (30)" in the first sentence , third line of subparagraph 9.7.1.

Add the words ", in collaboration with the Agency," after "prepare" in the first sentence of subparagraph 9.8.4.

Delete subparagraph 9.8.5 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 judgement 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.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

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

- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy by the Owner shall also be authorized by public authorities having jurisdiction over the Work.
 - .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
 - .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
 - .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
 - 1.5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.
- 9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.4" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

- .1 Insurance shall be:
- .2 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 11.4.1:

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

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of clause 11.4.1.2.

Add the following sentence to the end of subparagraph 11.4.6:

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

Delete subparagraph 11.4.7 in its entirety.

Delete subparagraph 11.5.1 and substitute the following:

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

Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum.

Add the following clauses:

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

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

Add the following paragraph:

11.6 LATENT DEFECTS PROTECTION

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

.1 The Contractor shall furnish a properly executed corporate latent defects bond, a maintenance bond, an unconditional and irrevocable letter of credit, or a cash deposit into a supervised bank account. Whichever instrument is used shall be in the amount of 10 percent of the Contract Sum.

- .2 The period of protection against latent obligations and defects shall be one year from the final acceptance of Work by the Owner and the Agency.
- .3 Final payment to the Contractor shall not be issued until the provisions of clause 11.6.1.1 have been met.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 FEDERAL INSPECTION

13.8.1 The authorized representatives and agents of the Federal

Government shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13.9 LANDS AND RIGHTS-OF WAY

13.9.1 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.

13.10 EQUAL OPPORTUNITY REQUIREMENTS

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

13.10.1 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.

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

13.10.3 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.

13.10.4 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.

13.10.4.1 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.

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

13.10.5 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.

13.10.6 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.

13.11 STATUTES

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

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

13.11.1.2 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.

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

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

13.12 RECORDS

13.12.1 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.

13.13 IDENTITY OF INTEREST

13.13.1 The Owner will complete and sign Form RD 1944-30, "Identity of Interest (IOI) Disclosure Certificate." If applicable, the Contractor or any Subcontractor, Material Supplier, or Equipment Lessor sharing an identity of interest will, prior to receipt of any payment, complete and sign Form RD 1944-31, "Identity of Interest (IOI) Qualification."

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

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

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

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

13.13.2.4 Will not be entitled to receive payment for general overhead, profit, or general requirements, respectively, in excess of the amounts represented on the estimate of cost breakdown in accordance with clause 13.13.2.2.

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

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

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

13.14 ENVIRONMENTAL REQUIREMENTS

13.14.1 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.

13.14.2 Endangered Species - The Contractor shall comply with the Endangered Species Act. Should any evidence of the presence of endangered or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the U.S. Fish and Wildlife Service.

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

13.14.3.1 Historic Preservation - Any excavation or other earth moving activity by the Contractor that uncovers a historical or archaeological artifact shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the State Historic Preservation Officer or other appropriate historic preservation official.

13.14.3.2 Human Remains and Cultural Items - Any excavation or other earth moving activity by the Contractor that uncovers human remains or cultural items shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the appropriate authorities.

13.14.3.3 Paleontology - Any excavation or other earth moving activity by the Contractor that uncovers a fossil or other paleontological materials that may have scientific significance shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with appropriate authorities.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

(name)

(date)

(title)

oOo

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:

Diverse Housing Services, Inc.

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

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

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 _____

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 _____

APPROVED BY OWNER:

Owner _____

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.



AIA[®] Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Amaryllis Gardens
381 Malone Drive
Pahokee, FL 33476

ARCHITECT'S PROJECT NUMBER: 23-177

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

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

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

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.

RELEASE BY CLAIMANTS

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

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

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

<i>Lien or Claimant</i>	<i>Work or Materials</i>	<i>Amount</i>	<i>Date</i>
_____	_____	_____	_____
_____	_____	_____	_____
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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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) _____ (SEAL)
 _____ Warrantor (Signature & Title)

Receipt of this warranty is acknowledged this _____ day of _____ , _____

 Owner(s)

USDA Rural Development Construction Sign

In accordance with attached Exhibit A, the Contractor shall erect one sign at a prominent location as determined by the Owner at the Pre-Construction Meeting prior to the start of construction.

The contractor shall remove the temporary construction sign(s) when all construction has been completed.

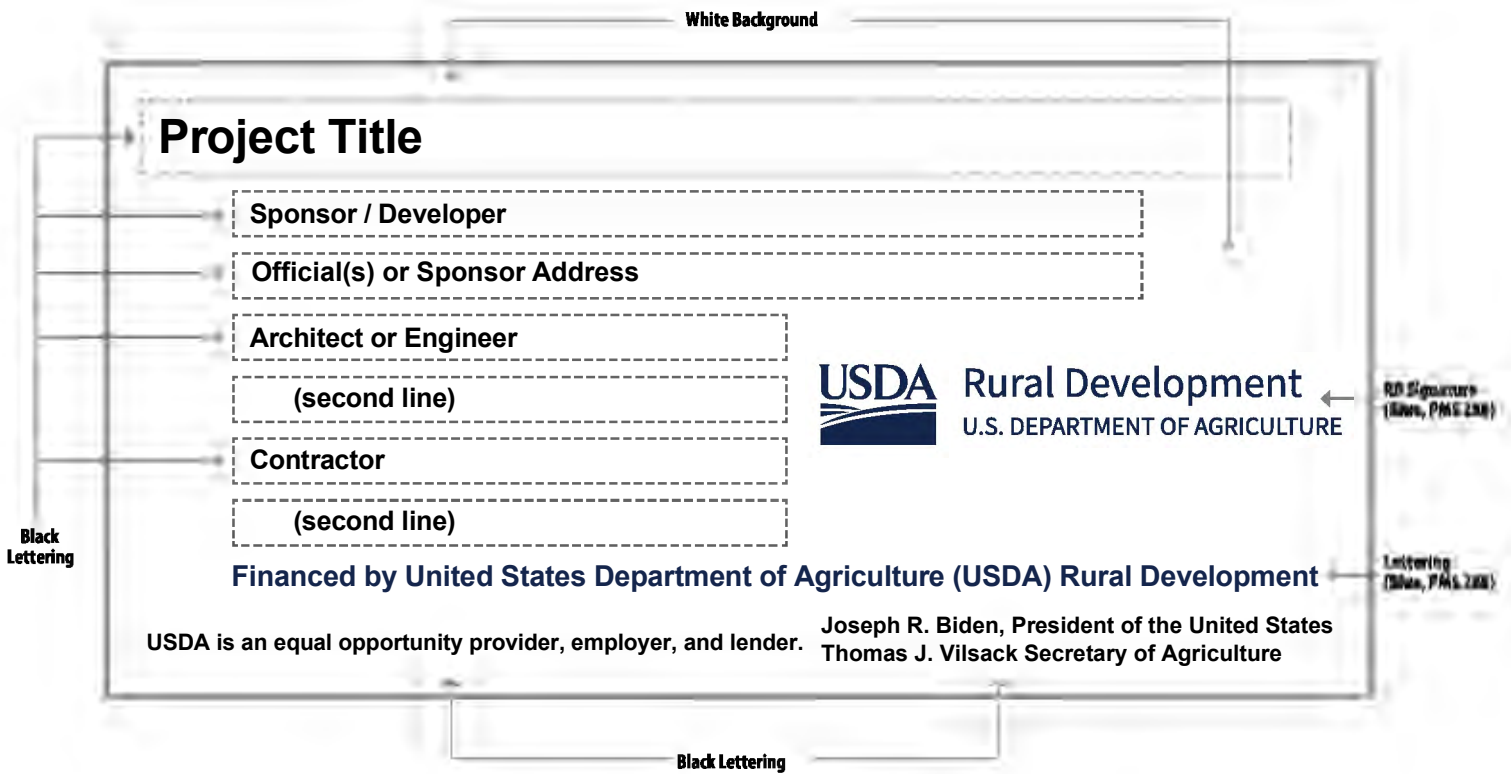
NOTE TO USERS:

(remove all notes prior to incorporating the Guide 10 (page 1 and Exhibit A in the P&S package)

- 1) Recommended construction sign fonts: Helvetica, Arial, or Myriad Pro
- 2) An electric version of this document may be found at:
<https://www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program/il>
- 3) This document may be edited by Project Engineers to include specific project information.
- 4) USDA Rural Development will not approve Plans and Specifications (P&S) until the sign detail is included in the appropriate P&S package.
- 5) If funding from other Federal or a State Agency is being provided and a project sign is required by that funding source, the RD Community Programs Director may modify the standard project sign as determined appropriate. Sign details may also be modified to show multiple contractors, but typically only prime contractors should be shown.

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS


Recommended Fonts: Helvetica or Arial



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

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica or Arial

Project Title	White Background
Sponsor / Developer	
Official(s) or Sponsor Address	
(second line)	
Architect or Engineer	
(second line)	
Contractor	
(second line)	
Black Lettering	
 Rural Development U.S. DEPARTMENT OF AGRICULTURE	RD Signature (Blue, PMS 288)
Financed by United States Department of Agriculture (USDA) Rural Development	Lettering (Blue, PMS 288)
Joseph R. Biden, President of the United States Thomas J. Vilsack Secretary of Agriculture	Black Lettering
USDA is an equal opportunity provider, employer, and lender.	

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