



Project Manual

Windhorst Commons Infrastructure Project

205 Windhorst Road
Brandon, FL

February 01, 2024



ADVERTISEMENT FOR BIDS

ORGANIZATION: HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY

PROJECT NAME: WINDHORST COMMONS INFRASTRUCTURE PROJECT

PROJECT DESCRIPTION: The Project includes clearing, grading, and the installation of a storm drainage system, water lines, sanitary lines with lift station, irrigation, and a road to serve a proposed twenty-three (23) home community to be located on a 4.34-acre (m.o.l.) site in unincorporated Hillsborough County, Florida (Brandon area).

PROPOSAL DUE DATE: **March 18, 2024, no later than 4:00 p.m.**

All proposals shall be submitted on standard forms, which are furnished in the Project Manual, and returned to the office of Habitat for Humanity of Hillsborough County, or via email to ccoyle@habitathillsborough.org, **on or before the DUE DATE**, and clearly marked "SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY WINDHORST COMMONS INFRASTRUCTURE PROJECT".

Each proposal shall be accompanied by a certified check or bid bond in the amount not less than five percent (5%) of the total bid, all in accordance with the provisions contained in the Project Manual.

The Project Manual and Plans will be available to view and download at <https://www.habitathillsborough.org/> or for pick up at the office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602 during normal business hours (a cost of \$15.00) from February 26, 2024, through March 15, 2024.

A **Pre-Bid Question Period** will be open from February 26, 2024, through March 1, 2024. The Pre-Bid Question Period will be an opportunity for prospective bidders to submit question(s) requesting clarification of any items contained in the Project Manual to Habitat for Humanity of Hillsborough County. Questions shall be sent via email to ccoyle@habitathillsborough.org. Responses will be posted at <https://www.habitathillsborough.org/> on or before March 5, 2024.





WINDHORST COMMONS INFRASTRUCTURE PROJECT

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PART A

INSTRUCTION TO BIDDERS

Windhorst Commons Infrastructure Project

PART A

INSTRUCTIONS TO BIDDERS

SPECIFICATIONS FOR: HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA - WINDHORST COMMONS INFRASTRUCTURE PROJECT

BID OPENING TIME: 12:00 PM, TUESDAY, MARCH 19, 2024

PLACE OF BID OPENING: Office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa Florida 33602

TIME OF PROJECT COMPLETION: 75 calendar days after Notice to Proceed

LIQUIDATED DAMAGES: \$1,000 / calendar day

GENERAL TERMS AND PROVISIONS

1. PREPARATION OF BIDS

- (a) **Qualifications:** Any potential bidder that is presently listed on the United States Department of Housing and Urban Development Debarred list will be ineligible to submit a proposal.
- (b) The documents herein include **Instruction to Bidders** (Part A); the **General Conditions, Specifications, Construction Drawings** (Part B); the **Bid Proposal, Bid Bond, Performance Bond** (Part C); the **Agreement** (Part D); the **HOME Program Federal Requirements** (Part E) and constitute the entire "Bid Package" (Contract Documents) concerning this present bid matter. Said Bid Package must be the basis upon which all bid proposals are offered and the bidder must complete and submit the following documents of said contract: **THE BID PROPOSAL, THE BID BOND.**
- (c) As applies to this present bid matter, the Bidder is hereby directed to cause delivery of his/her bid proposal to the Office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602, or via email to ccoyle@habitat-hillsborough.org, no later than **4:00 P.M. MONDAY, MARCH 18, 2024.** The delivery of said bid to the Habitat for Humanity of Hillsborough County office prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the bidder. Habitat for Humanity of Hillsborough County will in no way be responsible for delays caused by the United States Postal Service, Private Couriers, Messengers or for delays caused by any other occurrence in regard to bids being delivered by the specified time so that they can be considered. All bid proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). All bid proposals must be marked: **"SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA - WINDHORST COMMONS INFRASTRUCTURE PROJECT to be opened at the office of Habitat for Humanity of Hillsborough County at 12:00 P.M. on TUESDAY, MARCH 19, 2024"**.
- (d) The enclosed Bid Proposal Form is to be used in submitting your bid.
- (e) All information required by the Bid Proposal Form shall be furnished. The bidder shall print or type his/her name and manually sign each continuation sheet on which an entry is made.
- (f) Bidders shall thoroughly examine the specifications and instructions and all other contract documents.

- (g) Before submitting bid proposals, Bidders should carefully examine the site of the proposed work and make all necessary examinations and investigations to inform themselves thoroughly as to all difficulties involved in the completing of all work required pursuant to the mandates of this bid package with its requirements.
- (h) Bidders are advised that all Habitat for Humanity of Hillsborough County contracts are subject to all legal requirements provided for in applicable State and Federal Statutes.
- (i) The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the items bid. The bid opening time will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered. Late bid proposals will not be opened or accepted.
- (j) Bid proposals may be withdrawn upon written request dispatched by the Bidder, in time for delivery, in the normal course of business, prior to the time fixed for the opening of bid proposals; provided, however, that written confirmation for withdrawal of the Bidder is placed in the mail and postmarked or emailed prior to the time set for the opening of bid proposals. Negligence on the part of the Bidder in preparing his/her bid proposal confers no right of withdrawal or modification of his/her bid, proposal after such bid proposal has been opened by Habitat for Humanity of Hillsborough County, at the appointed time and place. Bidders may not withdraw or modify their bid proposals after the appointed bid proposal opening time and their bid proposal will be in force for a period of thirty (30) days after the bid opening time. Bidders may not assign or otherwise transfer their bid proposals prior to or after the bid proposal opening time.
- (k) At the time and place fixed for the opening of bid proposals (see Page A-1), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative.
- (l) Attorneys-in-fact who sign bid bonds or other surety instruments must attach with each bid bond or surety instrument a certified and effectively dated copy of their power of attorney.

2. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes and addressed to Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602. All bid proposals must be marked: **"SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY WINDHORST COMMONS INFRASTRUCTURE PROJECT to be opened at the office of Habitat for Humanity of Hillsborough County at 12:00 P.M. on TUESDAY, MARCH 19, 2024"**.
- (b) Bids must be submitted on the forms furnished. Also submit with your proposal all active existing and past 2-year litigations against your company.
- (c) Habitat is not responsible for the United States mail, private couriers, or messengers, in regard to bids being delivered by the specified time, so that they can be considered.

3. REJECTION OF BIDS

- (a) Habitat may reject a bid if:
 - The bidder misstates or conceals any material fact in the bid, or
 - The bid does not strictly conform to the law or requirements of bid, or

- The bid is conditional, or
 - The bid arrives after the Proposal Due Date and time (see Page A-1).
- (b) Habitat may, however, reject all bids, with or without cause, whenever it is deemed in the best interest of Habitat to do so. Habitat may also waive any minor informalities or irregularities in any bid.
- (c) Habitat, in its sole discretion, will determine whether or not a bidder is a responsible bidder.

4. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening, for a period of time, as specified herein.
- (b) Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

5. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.
- (c) *FAXED BIDS WILL NOT BE ACCEPTED.*

6. CLARIFICATION TO BID SPECIFICATIONS

Potential Bidders may present requests for interpretation pertaining to the specifications, construction drawings or other contract documents during the Pre-Bid Question Period. Habitat will document in writing all requests for interpretation presented during the Pre-Bid Question Period and all responses thereto and will label this documentation Bid Addendum 1. This Bid Addendum 1 (if any) will be posted at <https://www.habitathillsborough.org/> on or before MARCH 5, 2024, and emailed to all Potential Bidders who have obtained a Project Manual. The Potential Bidder submitting the request will be responsible for the prompt delivery of any such requests. To be given consideration, such request must be received within the dates fixed for the Pre-Bid Question Period. Failure of any Potential Bidder to receive any such addendum or interpretation shall not relieve said Potential Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become a part of the Contract Documents. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Habitat prior to the bid opening. *TELEPHONED OBJECTIONS WILL NOT BE ACCEPTED.*

7. HOURS OF CONSTRUCTION OPERATION

Maintain compliance with HILLSBOROUGH COUNTY noise and construction work hour ordinance(s).

8. QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the bid which is responsive in all respects to these procurement requirements, and where the bidder is determined to be a responsible bidder, which determination shall be made solely at the discretion of Habitat.

The bidder affirms and declares:

- (a) That the bidder is licensed to do business within the State of Florida.

- (b) That the bidder has the capability to assure completion of the required services within the time specified under this contract.
- (c) That the bidder presently has the necessary facilities, financial resources, and licenses to complete the contract in a satisfactory manner, in conformance with all applicable local, state, and federal regulations, and within the required time.
- (d) That the bidder is of lawful age and that no other person, firm, or corporation has any interest in this bid or the contract proposed to be entered into.

9. AWARD OF CONTRACT

- (a) The contract will be awarded to the bidder whose bid, conforming to the Instructions to Bidders is most advantageous to Habitat, price, and other factors considered. Habitat shall have the sole discretion to determine which bidder shall be awarded the contract.
- (b) Nothing contained in the bid documents is intended to or creates an entitlement or property interest in the award of contract in or to the low bidder. The low bidder is not entitled to the award of the contract.
- (c) A contract will be awarded by Habitat to the bidder submitting the best bid proposal for Habitat, as determined solely by Habitat, and in compliance with the Project Specifications, (Part B) and other requirements imposed by this bid package, provided said bid proposal is considered (within the sole discretion of Habitat) reasonable and in the best interest of Habitat to accept. The successful bidder to whom a contract is awarded will be so notified by Habitat at the earliest practical date. Habitat, however, at its sole discretion, reserves the right to reject any and all bid proposals and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of Habitat. Habitat further reserves the right to reduce the scope of work listed in the Specifications and enter into an Agreement with the responsive bidder for this reduced scope of work at a reduced price if it is deemed in the best interest of Habitat to do so.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- (a) The CONTRACTOR agrees that the work to be performed under this Contract shall be completed within the stated calendar days from the written Notice to Proceed date. The term, "Completion," shall mean to include successful completion of all applicable governmental/regulatory inspections required for the Project. Time is of the essence for the completion of said work. Failure to complete work within the stated period, including any extension(s) granted, shall entitle Habitat to deduct from the contracted amount as "Liquidated Damages" in the stated amount per calendar day of delay.
- (b) In the event of delay in the completion of this work, beyond the agreed upon dates by the CONTRACTOR and Habitat, Habitat shall assess as liquidated damages \$1,000.00 per calendar day. These damages may be deducted from monies due, or which may become due to the CONTRACTOR under this Contract.

11. COLLUSION

The bidder, by affixing his/her signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connections with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. PAYMENT

Payment will be made in accordance with the Agreement and with Article 9 of the General Conditions.

13. LEGAL REQUIREMENTS

The Bidder's attention is directed to the fact that all applicable provisions of all local, state, and federal laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all bids received in response hereto; and, shall govern any and all claims and disputes, which may arise between person(s) submitting a bid response hereto; and, Habitat by and through its officers, employees, and authorized representatives or any other person(s), natural or otherwise, and lack of knowledge by any bidder, shall not constitute a cognizable defense against the legal effect thereof.

14. TERMINATION OF CONTRACT

Habitat may terminate this contract without cause upon five (5) days written notice.

15. EXCESS REPROCUREMENT LIABILITY

CONTRACTOR shall be liable to Habitat, for all expenses incurred by Habitat in reprocurring elsewhere the same or similar items or services offered by CONTRACTOR hereunder, should CONTRACTOR fail to perform.

16. ATTORNEY'S FEES

In the event it becomes necessary for Habitat to seek legal means to enforce the terms of this agreement, the CONTRACTOR will be liable for all reasonable litigation fees and cost incurred by Habitat in the prosecution or defense of such action, or in any post-judgment or collection proceedings. This shall include any bankruptcy proceedings filed by or against the CONTRACTOR.

17. ENTIRE AGREEMENT; AMENDMENT AND WAIVER

This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made, relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

18. NOTICES

All notices, requests, demands, deliveries and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when mailed, registered or certified first class postage prepaid, as set forth below:

If to Habitat, to:

If to CONTRACTOR, to:

Chief Operating Officer
Habitat for Humanity of Hillsborough
County
509 East Jackson Street
Tampa, Florida 33602

Either party may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

19. HOLD HARMLESS

The parties recognize that the CONTRACTOR is an independent CONTRACTOR. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless and defend Habitat, its officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage, including loss of use, caused by the negligent or deliberate act or omission of the CONTRACTOR, its agents, officers, contractors or employees or anyone else for whose acts the CONTRACTOR may be liable, or arising out of the execution, performance, nonperformance or enforcement of this Agreement. The CONTRACTOR'S liability hereunder shall include all attorney's fees and costs incurred by Habitat in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against Habitat and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Habitat may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Habitat shall have the right, at its option, to participate in the defense of any suit, without relieving CONTRACTOR of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

20. BID TABULATION

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL.

21. BID SECURITY

A Certified Check or a Cashier's Check, or in the alternative, submission of the Bid Bond (completed and signed by all required parties) which is attached or a part of the bid proposal form (Part C) will be required to accompany each bid proposal in a stated dollar amount of not less than **5 percent** of the sum of the computed total amount of the Bidder's bid proposal. Certified checks or cashier's checks shall be drawn on a solvent bank or trust company to the order of Habitat for Humanity of Hillsborough County Florida, Inc., and shall have all necessary documentary revenue stamps attached, if required by law. Surety on Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks will not be accepted.

22. BID ERRORS

Where bid proposals have erasures or corrections, each erasure or correction must be initialed in ink by the bidder.

23. DELIVERY TIME/LIQUIDATED DAMAGES

Bidders are hereby advised that if the Instructions to Bidders (Part A) so indicate, liquidated damages at the rate and in the amount given are to be assessed against the successful bidder not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement, (Part D).

24. NO ASSIGNMENT OF CONTRACT

As concerns this present bid matter, and unless the Project Specifications, (Part B) indicate otherwise, no successful bidder may make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization as may be given at the discretion of Habitat.

25. CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indices (all of which are printed herein, merely for convenience), the following except for such portions thereof as may be specifically excluded, constitute the Contract Document in its entirety.

Instructions to Bidders, (Part A)

General Conditions, Specifications, Construction Drawings, (Part B)

Bid Proposals, Bid Bond, Performance Bond, (Part C)

Agreement, (Part D)

HOME Program Grant Federal Requirements, (Part E)

All Addenda issued by Habitat following the Pre-Bid Question Period (if any)

26. SUCCESSFUL BIDDER

The successful bidder will be required to sign a written contract that has been made a part of this bid package and identified as the Agreement, (Part D). Said written contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by Habitat to the successful bidder; said signing to be accomplished within seven (7) calendar days after Notice of Award.

27. PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond, by a company satisfactory to Habitat and authorized to transact business in the State of Florida, in an amount equal to one hundred (100) percent of the total contract amount, as awarded, will be required from the successful Bidder insuring the faithful performance of the contract and protecting Habitat from suits for non-payment of debts which might be incurred by a contractor's performance for Habitat. The performance and payment bond form is included in the Contract Documents and shall be properly executed by the surety company and successful Bidder within five (5) business days after notification by Habitat, of award of the Contract.

28. BID BOND SECURITY

If within ten (10) calendar days after notification by Habitat of the award of said contract, the successful bidder refuses or otherwise neglects to execute the contract and fails to furnish the required performance and payment bond or an irrevocable letter of credit drawn on a Hillsborough County Bank, the amount of his/her bid security (check or bid bond) shall be forfeited and the same shall be retained by Habitat as liquidated damages; it being now agreed that said sum is a fair estimate of the amount of damages that Habitat will sustain in case said Bidder fails to enter into a contract and furnish the required security. If a Bid Bond was furnished, the full amount of the bond shall become due and payable as liquidated damages due to such failure. The full amount of the bid security shall be forfeited as liquidated damages without consideration of the fact that the award may be less than the full amount of the Bidder's proposal, excepting the basis of consideration for an award. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

29. AVAILABILITY

The successful Bidder must have sufficient personnel and vehicles/equipment to perform as required by the Project Specifications, (Part B) and the other Contract Documents.

30. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a joint meeting shall be held with the CONTRACTOR and Habitat. This meeting is intended to discuss the start of construction, order of work, legal requirements, insurance requirements, method of payment, and other pertinent items associated with the Project.

31. CONSTRUCTION DRAWINGS TO SUPERSEDE

In the event of conflict between the Construction Drawings and the Specifications, the Construction Drawings (which are also labeled Construction Plans) shall govern.

End of Section 'Instruction to Bidders'



PART B

PROJECT SPECIFICATIONS

Windhorst Commons Infrastructure Project

PART B.1

GENERAL CONDITIONS

ARTICLE 1

The Contract

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and indexes (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract Document in its entirety:

PART A. INSTRUCTIONS TO BIDDERS

Instructions to Bidders

PART B. PROJECT SPECIFICATIONS

B.1. General Conditions

B.2. Specifications

B.3. Construction Drawings

PART C. THE BID PROPOSAL

C.1. Bid Proposal

C.2. Exhibit: I - Bid Bond

C.3. Exhibit: II – Performance Bond

PART D. THE AGREEMENT

PART E. HOME INVESTMENT PARTNERSHIPS PROGRAM / FEDERAL REQUIREMENTS

All Addenda Issued by HABITAT Prior to the Bid Opening (if any).

All Supplementary Drawings Issued After Award of the Contract (if any).

All Provisions Required by Law to be a part of the Contract Documents, Whether Actually Inserted Therein or Not.

ARTICLE 2 - DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

"Addendum" shall mean the additional contract provisions issued in writing by HABITAT, prior to the receipt of Bid.

"Agreement" shall mean the written agreement between HABITAT and the CONTRACTOR covering the work to be performed; the agreement will be attached to and made a part of the Contract Documents.

"Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

"Bidder" shall mean any person, firm or corporation submitting a bid proposal for the Work.

"Bonds" shall mean Bid security furnished by the CONTRACTOR and his/her surety in accordance with the Contract documents.

"Change Order" shall mean a written order to the CONTRACTOR signed by HABITAT authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

"Contract" or "Contract Documents" shall mean each of the various parts of the Contract referred to in Article 1 of the General Conditions both as a whole and severally.

"CONTRACTOR" shall mean successful bidder (and vice versa), whether a corporation, firm, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assigns.

"Contract Price" shall mean the total monies payable to the CONTRACTOR under the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Agreement for the completion of the work.

"Contract Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

"Day" shall mean one calendar day when used in the Contract Documents.

"Final Acceptance" shall mean acceptance of the Work by HABITAT as evidenced by its signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The final Certificate of Completion shall be signed only after HABITAT has assured itself by inspection or otherwise that all of the provisions of the Contract have been carried out to its satisfaction.

"Notice" shall mean written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said notice at his/her residence or with his Agent in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice given by HABITAT to the successful Bidder.

"Plans" shall mean only those drawings specifically referred to as such in these documents or in any Addendum. Drawings issued after the execution of the Contract to explain further, to illustrate, or to show changes in the Work will be known as "Supplementary Drawings" and shall be binding upon the CONTRACTOR with the same force as the Plans.

"Project" shall mean the entire improvement of which this Contract forms a part.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules and other data that are prepared by the CONTRACTOR, a Subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

"Site" shall mean the area upon or in which the CONTRACTOR'S operations are carried on and such other areas adjacent thereto as may be designated as such by HABITAT.

"Subcontractor" shall mean any person, firm or corporation other than employees of the CONTRACTOR who or which contracts with the CONTRACTOR to furnish, or actually furnishes labor, materials and/or equipment for the project.

"Surety" shall mean any corporation that executes, as Surety, the CONTRACTOR'S performance and payment bond securing the performance of this Contract.

ARTICLE 3 - QUALIFICATION OF SUBCONTRACTORS, MATERIAL MEN AND SUPPLIES

The CONTRACTOR will submit to HABITAT with THE BID PROPOSAL for acceptance, a list of the names of Subcontractors and such other persons and organizations proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Failure to do so will render the bidder's bid non-responsive. HABITAT will notify the CONTRACTOR in writing if HABITAT, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of HABITAT to make objections to any Subcontractor, person or organization on the list shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of HABITAT to reject defective Work, material or equipment, or Work material or equipment not in conformance with the requirements of the Contract Documents.

Starting the Work

The CONTRACTOR will start the Work within fifteen (15) calendar days of the written "Notice to Proceed" date that is determined by HABITAT.

The Contract Time shall commence to run from the date of the "Notice to Proceed".

ARTICLE 4 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Construction Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. HABITAT makes no representations or warranties regarding the accuracy of the specifications and the construction drawings, which are not guaranteed to be free from errors or omissions. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he/she will call it to HABITAT's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement; Project Specifications; Instructions to Bidders. Within the Project Specifications the order of preference shall be as follows: Construction

Drawings, Specifications, General Conditions. Any work that may reasonably be inferred from the Construction Drawings or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words, which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict stringent requirements shall take precedence and govern.

ARTICLE 5 - INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR will purchase and maintain such insurance as will protect him/her from claims under workmen's compensation laws, disability benefit laws or other similar worker's employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting any--any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself/herself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the Work, the CONTRACTOR will file with HABITAT certificates of such insurance, acceptable to HABITAT; these certificates shall contain a provision for cancellation as found in paragraph 4 of Section B immediately below.

Insurance Required

A. General

Before starting and until acceptance of the Work by HABITAT, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) through (4) inclusive below.

The CONTRACTOR shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work, insurance of the types and to the limits specified in paragraphs (1) through (4) inclusive below. It shall be the responsibility of the CONTRACTOR to ensure that all its Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

B. Coverage

The amount and type of insurance shall conform to the following minimum requirements:

1. **Worker's Compensation** - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a) Employer's Liability with a limit of \$500,000 bodily injury by accident and each accident.
 - b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the HABITAT with thirty (30) days notice of cancellation and/or restriction.
2. **Comprehensive General Liability** - Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of Habitat). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property

damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work, and must include:

- a) Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) Additional Insured - HABITAT is to be specifically included as additional parties.
 - c) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide HABITAT with thirty (30) days notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a) Minimum limit of \$500,000 per occurrence for Bodily Injury Liability and minimum limit of \$1,000,000 per occurrence for Property Damage Liability.
 - b) Owned Vehicles.
 - c) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide HABITAT with thirty (30) days notice of cancellation and/or restriction.
4. Certificates of Insurance and Copies of Policies - Certificates of Insurance in triplicate evidencing the insurance coverage specified in the previous paragraphs (1) and (3) inclusive, and certified copies of the policy required by paragraph (4) shall be filed with HABITAT before operations are begun. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this contract, shall state that such insurance is required by such paragraphs of this contract, shall reflect that HABITAT is an Additional Insured, that the CONTRACTOR'S policies are primary to HABITAT's insurance policies and that any reduction of the policy limits of any of said policies shall not be effective without first providing HABITAT with 30 days written notice. The certificates shall provide that HABITAT will be given prior written notice of at least 30 day of the cancellation of the respective policy.

If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Cancellation

Should any of the above-described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least 30 days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the above-described policies.

Hold Harmless

The CONTRACTOR hereby acknowledges a charge to HABITAT as specific consideration for the CONTRACTOR'S agreement of indemnification provided for in this paragraph and in the Contract Documents; and said specific consideration being a part of the CONTRACTOR'S total bid price. The CONTRACTOR hereby acknowledges a charge to HABITAT as specific consideration for the CONTRACTOR'S agreement of indemnification provided for in this paragraph and in the Contract Documents; and said specific consideration being a part of the CONTRACTOR'S total

bid price. The parties hereto hereby acknowledge and agree that such consideration is sufficient and hereby waive any and all claims that the specific consideration agreed to herein is insufficient or inadequate in any respect.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless and defend HABITAT, its officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage, including loss of use, caused by the negligent or deliberate act or omission of the CONTRACTOR, its agents, officers, contractors or employees or anyone else for whose acts the CONTRACTOR may be liable, or arising out of the execution, performance, nonperformance or enforcement of this Agreement. The CONTRACTOR'S liability hereunder shall include all attorney's fees and costs incurred by HABITAT in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against HABITAT and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. HABITAT shall have the right, at its option, to participate in the defense of any suit, without relieving CONTRACTOR of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision

The CONTRACTOR will supervise and direct the Work efficiently and with his/her best skill and attention. He/She will be solely responsible for the means, methods, techniques, sequences and procedure of construction. The CONTRACTOR will be responsible to see that the finished Work complies accurately with the Contract Documents.

Concerning Subcontractors

The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in Article 3 (whether initially or as a substitute) against whom HABITAT may have reasonable objections, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection.

The CONTRACTOR will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him/her. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and HABITAT or any obligation on the part of HABITAT to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. HABITAT may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

The divisions and sections of the Specifications and the identifications of any Drawing shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of HABITAT.

All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such

rights as they may have to the proceeds of such insurance held by HABITAT as trustee. The CONTRACTOR will pay each Subcontractor a share of any insurance monies received by the CONTRACTOR under this insurance.

Patent Fees and Royalties

The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits

HABITAT will pay for and obtain the construction permit from Hillsborough County relating to the work described in this Project Manual. The CONTRACTOR will be listed on the Permits and as such, the CONTRACTOR or the CONTRACTOR's subcontractors must possess all licenses that are required to perform the work listed in this Project Manual.

The CONTRACTOR will give all notices and comply with all laws, ordinance, rules and regulations applicable to the Work. If the CONTRACTOR observes that the specifications or Drawings are at variance therewith, he/she will give HABITAT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to HABITAT, he/she will bear all costs and liability arising there from; however, it shall not be their primary responsibility to make certain that the Drawings (if any) and Specifications are in accordance with such laws, ordinances, rules and regulations.

Use of Premises

The CONTRACTOR will confine his/her equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

Safety and Protection

The CONTRACTOR will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the Work and other persons who may be affected thereby:
- b. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto including trees, pavements, roadways, structures and utilities not a part of the work described in the Project Manual.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He/she will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he/she will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc. He/she will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss of any property referred to in paragraph b or c caused directly or indirectly, in whole or in part by the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone for those acts any of them may be liable will be remedied by the CONTRACTOR: except damage or loss attributable solely to a defect in the Drawings or Specifications or solely

to the negligent acts or omissions of the HABITAT, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

The CONTRACTOR will designate a responsible member of his/her organization whose duty shall be the prevention of accidents at the site.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his/her expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order approved by HABITAT. Any claim for an increase in the Contract Price shall be in writing and delivered to the HABITAT within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by HABITAT. Any change in the contract price shall be incorporated in a change order. (All Change Orders shall be submitted on an approved Change Order Form). All change orders must be in writing and require the approval of HABITAT. No additional work or compensation is authorized unless in writing and approved by HABITAT.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- b. By mutual acceptance of a lump sum.
- c. By cost and a mutually acceptable fixed amount for overhead and profit.
- d. If none of the above methods is agreed upon, the value shall be determined by HABITAT on the basis of cost and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the work involved.

The maximum percentage which shall be allowed for the CONTRACTOR'S combined overhead and profit, shall be as follows:

1. For all such work done by his/her own organization, the CONTRACTOR may add up to ten percent of his actual net increase in cost, and
2. For all such work done by a Subcontractor, the Subcontractor may add up to ten percent of his actual net increase in costs for combined overhead and profit and the CONTRACTOR may add up to five percent of the Subcontractor's total for his/her combined overhead and profit; provided that no overhead or profit shall be allowed on the cost incurred in connection with premium for public liability insurance or other special insurance directly related to such work.

In such case the CONTRACTOR will submit in the form prescribed by HABITAT an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to HABITAT for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by HABITAT. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase/decrease, if any.

ARTICLE 8 - CHANGE OF CONTRACT TIME

The Contract Time may only be changed by a Change Order approved by HABITAT. Any claim for an extension in the Contract Time shall be in writing and delivered to HABITAT within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by HABITAT. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if he/she makes a claim therefore. The extension of time shall be equal to the actual number of calendar days the CONTRACTOR was delayed as determined by HABITAT. Such delays shall include, but not be restricted to, fires; floods; labor disputes; epidemics; adverse weather conditions or acts of God.

The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever, but if occasioned by any act of God, or by any act or omission on the part of HABITAT, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR follows the procedures for notifying HABITAT of such claim as provided in this Article. This provision shall include but not be limited to any actions that result in delays in scheduling, substantial changes in scope of work or substantial increases in the cost of performing the work under this Agreement.

All time limits stated in the Contract Documents are of the essence to the AGREEMENT.

ARTICLE 9 - PAYMENT AND COMPLETION

At least three days prior to submitting the first application for a progress payment, the CONTRACTOR will submit a schedule of values of the work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to HABITAT and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by HABITAT, it shall be incorporated into the form of application for payment prescribed by HABITAT.

When a progress payment is requested the CONTRACTOR will submit to HABITAT for review the application for payment filled out and signed by the CONTRACTOR covering the work completed as of the date of the application. All progress payments will be subject to the standard ten percent (10%) retainage that will be paid in the final payment after acceptance by HABITAT of the work.

Approval of Payments

HABITAT will, within fifteen (15) days after receipt of each application for payment, either indicate approval of payment or return the application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application. HABITAT will, within thirty (30) days of approval of an application for payment, pay the CONTRACTOR the amount approved.

HABITAT may refuse to approve the whole or any part of any a payment request because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in HABITAT's opinion to protect HABITAT from loss because:

- a. The work is defective;
- b. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
- c. The Contract Price has been reduced because of Modifications;

- d. HABITAT has been required to correct defective work; or
- e. Of unsatisfactory prosecution of the work, including failure to clean up as required.

Final Inspection

Upon written notice from the CONTRACTOR that the project is complete, HABITAT will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects.

Final Inspection for Payment

After the CONTRACTOR has completed any such corrections to the satisfaction of HABITAT and delivered all documents as required by the Contract Documents, he/she may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all subcontractors, sub-subcontractors, suppliers or materialmen which performed services for the CONTRACTOR pursuant to the Contract Documents and the Consent of Surety, if applicable, to final payment. These releases and waivers of lien are conditions precedent to final payment. HABITAT may withhold amounts it deems necessary to cover any claims of which it has been notified, including but not limited to claims of subcontractors, sub-subcontractors, materialmen, suppliers and others from final payment.

Approval of Final Payment

If on the basis of its observations and review of the work during construction, its final inspection and its review of the final application for payment (all as required by the Contract Documents) HABITAT is satisfied that the work has been completed and the CONTRACTOR has fulfilled all of his/her obligations under the Contract Documents, HABITAT will, within five days after receipt of the final application for payment, indicate in writing its approval of payment. Otherwise, it will return the application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the application of payment.

Prior to Final Payment, the CONTRACTOR must provide to HABITAT waivers of any and all claims and liens from the Contractor and any and all subcontractors, sub-subcontractors or materialmen. These waivers are conditions precedent to final payment and final payment is not due and payable until such waivers are received. HABITAT may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors or materialmen or suppliers from final payment to the CONTRACTOR.

Contractor's Continuing Obligation

The CONTRACTOR'S obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by HABITAT, the issuance of a Certificate of Substantial Completion, any payment by HABITAT to the CONTRACTOR under the Contract Documents, any use or occupancy of the project or any part thereof by HABITAT, any act of acceptance by HABITAT, any failure to do so, nor any correction of defective work by HABITAT shall constitute an acceptance of work not in accordance with the Contract Documents.

Waiver of Claims

The making and acceptance of final payment shall constitute:

- a. A waiver of all claims by HABITAT against the CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final payment for a period of one year or from failure to comply with the requirements of the Contract Documents or from the terms of any special guarantees specified therein, or for warranty work, and,
- b. A waiver of any and all claims by the CONTRACTOR against HABITAT including but not limited to all claims of the CONTRACTOR, any and all subcontractors, suppliers or materialmen. These waivers are conditions precedent to final payment.

ARTICLE 10 - SUSPENSION OF WORK AND TERMINATION

Habitat May Suspend Work

HABITAT may at any time and without cause suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR. HABITAT shall fix the date on which work shall be resumed and the CONTRACTOR will resume the work on the date so fixed. The CONTRACTOR will be allowed a reasonable increase in the Contract Price, an extension of the Contract Time or both if he/she makes a claim therefore.

Habitat May Terminate

If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he/she repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he/she disregards the authority of HABITAT, if he/she fails to perform the Work in a satisfactory manner, or if he otherwise violates any provisions of the Contract Documents, then HABITAT may, without prejudice to any other right or remedy and after giving the CONTRACTOR five days written notice, terminate the services of the CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to HABITAT. Such cost incurred by HABITAT will be determined by HABITAT and incorporated in a Change Order.

Where the CONTRACTOR'S services have been so terminated by HABITAT, said termination shall not affect any rights of HABITAT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by HABITAT due the CONTRACTOR will not release the CONTRACTOR from liability. Upon five days written notice to the CONTRACTOR, HABITAT may without cause and without prejudice to any other right or remedy elect to abandon the project and terminate the Agreement. In such cases the CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

ARTICLE 11 - MISCELLANEOUS

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered within time specified, in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail (postage prepaid) to the last business address known to HABITAT.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder and in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to HABITAT thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Agreement. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

All contracts in excess of \$100,000 shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

The Contract Documents shall be governed by the laws of the place of the project.

ARTICLE 12 - MAINTENANCE OF RECORDS

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this contract. HABITAT and its authorized agents shall have the right to audit inspect and copy all such records and documentation as often as HABITAT deems necessary during the period of this contract and during the period of five (5) years during normal business hours. HABITAT, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 13 - GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the circuit Court of the State of Florida, Hillsborough County, and the jurisdiction of the United States district Court for the Middle district of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (I) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

PART B.2

SPECIFICATIONS

SUMMARY OF WORK

The work to be performed under this Contract includes the following tasks, as further described in the applicable permits, and depicted on the Construction Plans:

- Installation and Maintenance of Erosion Control and Tree Protection
- General Site Clearing and Grading
- Grading for Drainage Pond
- Removal/revision of and connection to Sidewalk in Windhorst Road right-of-way
- Installation of Storm Water Piping, Structures, and all appurtenances within right-of-way and Drainage Pond
- Installation of Pump Station, Connection to County Main, Project Sanitary Lines, Manholes, Service Laterals, and all appurtenances
- Installation of Water Line, Connection to County Main, Backflow Assembly, Service Connections, Hydrant, and all appurtenances
- Installation of Road, including Base, Asphalt Course(s), Curbing, roadway markings, traffic control devices
- Installation of Sod
- Installation of Irrigation system and all appurtenances
- Installation of 6' high wooden fence on western perimeter along drainage pond
- Installation of 6' high PVC fence on eastern perimeter
- Final Grading

Specifications and quantities for the above tasks are illustrated in the Construction Plans. The CONTRACTOR shall be responsible for furnishing all labor, material, project management, fuel, water, tools, appliances, equipment, supplies, services, and other means of construction necessary or proper for performing and completing all work as specified.

PART B.2 – SECTION 1

GENERAL

Part 1 General

1.01 Scope

The plans, specifications, and bid items are for the full execution and completion of the work proposed. Bid units and items shall cover all related materials and labor to complete that specific unit or item. Payment shall be based on the actual quantities installed, based on unit or item price bid.

1.02 Shop Drawings

The CONTRACTOR shall submit for the approval of HABITAT, prior to the start of construction, detailed shop drawings of equipment and materials they contemplate furnishing under this Contract. Equipment shall not be fabricated, or materials shipped, until shop drawings have been approved.

1.03 Operation or Use Requirement

Equipment and materials described in these specifications shall be installed in complete accord with the manufacturer's recommendations and, if requested, proof must be given by the manufacturer that similar equipment or materials of this make have been in operation or use under comparable conditions for a period of at least two (2) years.

1.04 Material Approval

All materials furnished by the CONTRACTOR shall be new and as specified and shown on the drawings. The CONTRACTOR shall, if required, furnish satisfactory evidence for the approval of HABITAT as to the kind and quality of materials. Before beginning work, the CONTRACTOR shall advise and shall obtain approval of HABITAT, in writing, for any optional materials allowable under the various headings that they propose to use.

1.05 Storage of Materials

The CONTRACTOR shall furnish suitable storage facilities. All materials, supplies, and equipment intended for use in the work shall be stored by the CONTRACTOR to prevent damage from exposure, admixture with foreign substances, or vandalism. HABITAT will refuse to accept or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to HABITAT before any payment for the same will be made.

1.06 Salvaged Equipment and Materials

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of HABITAT and shall be cleaned and stored as directed HABITAT. Surplus suitable excavated materials remain the property of HABITAT and shall be spoiled in an area designated by HABITAT.

1.07 Progress of Work

If at any time the materials and appliances to be used appear to HABITAT as insufficient or improper for securing the quality of work required or the required rate of progress, HABITAT may order the CONTRACTOR to increase his efficiency or to improve the character of the work and the CONTRACTOR shall conform to such an order, but the failure of HABITAT to demand any increase of such efficiency or any improvement shall not release the CONTRACTOR from their obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. Reference shall be made to General Conditions.

1.08 Preservation of Property

The CONTRACTOR shall preserve from damage all property which is not called for in the plans. Where such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to HABITAT.

1.09 Clean Up

The CONTRACTOR shall keep the construction site free of rubbish and waste materials and restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the residents and workers in the vicinity of the project. The CONTRACTOR shall also remove, when no longer needed, all temporary structures and equipment used in his/her operations. The CONTRACTOR shall clear the site of all debris, rubbish, and litter of all types and shall clean the site thoroughly to a condition acceptable to HABITAT before final payment will be made. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be restored to their original condition or better.

1.10 Traffic Control

The CONTRACTOR shall provide all work zone traffic control as needed. All work zone traffic control shall comply with the latest FDOT standards.

1.11 Public Safety and Convenience

The CONTRACTOR shall, at all times, so conduct their work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property in a manner satisfactory to HABITAT. No road or street shall be closed to the public, except with the permission of the HABITAT and proper governmental authority. Fire hydrants, on or adjacent to the work, shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. All storm sewers, including those installed by the CONTRACTOR, must be kept free of debris and silt by the CONTRACTOR.

1.12 As-Built Data

The CONTRACTOR shall maintain continuous "as-built" data for the project, including accurate records of the location, length, and elevation of all piping installed and all applicable surface grading, and all architectural, mechanical, and/or structural features of the Contract. A set of drawings will be provided to the CONTRACTOR to be kept at the job site for this purpose. Within thirty (30) days after completion of any portion of this work for which the CONTRACTOR has requested payment, the CONTRACTOR shall deliver to HABITAT the drawings with accurate notations recorded thereon as necessary to revise the drawings for record purposes. Information to be shown shall include the horizontal and vertical location of all stormwater, potable water, irrigation, and sanitary sewer systems (new and existing if encountered during construction activity). Information to be shown shall also include the final elevations of all surface grading for all lots, roadway, and any other features as required under the approved permit drawings. The CONTRACTOR will be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR. The CONTRACTOR will be held responsible for the accuracy of work performed under this Contract, shall adhere to the permit requirements and conditions for this project, and shall bear any costs incurred as a result of correcting any errors made by the CONTRACTOR.

1.13 Codes

The CONTRACTOR shall be responsible for the performance of each craft or trade being accomplished within, and to the satisfaction of the prevailing codes or ordinances for that particular craft or trade on this project.

1.14 Guarantees, Operating and Maintenance Instructions

The CONTRACTOR shall furnish to HABITAT two (2) sets of brochures containing spare parts data and operating and maintenance instruction on all major equipment furnished for the project and copies of all manufacturer's guarantees and warranties. This material shall be furnished before the completion of the project and before final payment is made to the CONTRACTOR.

1.15 Protection of Existing Water and Sanitary Sewer Services

The CONTRACTOR shall preserve from damage any existing water and sanitary sewer service at any point of connection or crossing, along the line of work, or which is in the vicinity of, or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Where such water and/or sanitary sewer service is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to HABITAT or service entity.

1.16 Protection of Other Existing Utilities and Services

The CONTRACTOR shall preserve from damage any other existing utility and/or service at any point of connection or crossing, along the line of work, or which is in the vicinity of, or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Where such utility and/or service is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to HABITAT or service entity.

1.17 Public Water

The CONTRACTOR shall install the water distribution system and connection to the existing water main in accordance with the construction plans.

1.18 Public Sanitary Sewer

The CONTRACTOR shall install the Sanitary Sewer system and connection to the existing sewer main in accordance with the construction plans.

1.19 Striping and Signage

The CONTRACTOR shall provide signage and striping in accordance with the construction plans.

1.20 Perimeter Fence

The CONTRACTOR shall install required perimeter fence in accordance with the construction plans.

1.21 Irrigation

The CONTRACTOR shall install required common irrigation system in accordance with the construction plans.

END OF SECTION

PART B.2 – SECTION 2

EROSION AND SEDIMENT CONTROL

2.01 Work Included

Take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems or other water impoundments, ground surfaces, or other property as required by State and Local regulations.

2.02 General

- A. All devices (silt fences, retention areas, etc.), for sediment control shall be constructed at the locations indicated on the plans prior to beginning excavation on the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.
- B. Silt fences or other barriers shall be used as shown on the Construction Drawings to restrict movement of sediment from the site.

2.03 Maintenance

- A. Maintain all temporary and permanent erosion control measures in functioning order. No additional payment will be made to the Contractor for the re-establishment of erosion control devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the Project.
- B. Remove all silt, sediment and debris buildup on a regular basis to maintain functioning storm systems and erosion control devices.

2.04 Stabilized Construction Entrance

Stabilized construction entrance shall be installed in accordance with Construction Drawings and maintained during course of work until permanent road base is installed.

2.05 Sod Installation - Detention Pond Area, Cul-Du-Sac Island, AND Right-of-Way

- A. Sod - Dense, well-rooted growths of Bahia sod indigenous to the general locality where it is proposed for use, free of noxious weed, relatively free of weeds and undesirable plants, large stones, roots and other material which might be detrimental to the growth.
- B. Planting Schedule - The CONTRACTOR will be required to have a minimum of 90% of the sod placed at least two weeks prior to final acceptance of the complete Project to insure adequate rooting of the sod.
- C. Defective Materials - Damaged, deteriorated or otherwise defective sod will be rejected.
- D. Sod Establishment
 - 1. Watering - After laying, the sod shall be watered until saturated. Sod shall be watered whenever excessive drying is evident during the period set for establishment. Sufficient water shall be applied to wet the sod through completely and to wet at least two (2) inches of the sod bed each time watering is required. Watering shall be done in a manner that will prevent erosion due to the application quantities of water. The watering equipment shall be of a type that will prevent damage to the finished surfaces of topsoil and sod. The sod shall be watered as required until firmly knit in place and in a vigorous growing condition.
 - 2. Establishment Period - The establishment period shall extend for a period from the time of sodding until the sodded area has received final acceptance of the entire Work covered by the Contract.

PART B.2 – SECTION 3

TREE WORK & SITE CLEARING

2.01 Description

- A. General:
 - 1. Tree work (removal and related stump grinding/root excavation) to be performed by others.
 - 2. Tree Barricades will be initially installed by others. Ensure maintenance of and replacement (as needed) is maintained throughout the entirety of the construction activities, in accordance with Construction Plans. Quantity of Tree Barricades is shown on Construction Plans. Other small trees, brush, and undergrowth to be removed by others.
- B. Prior to performance of tree work, an on-site meeting with CONTRACTOR's Construction Manager and Representative from Habitat for Humanity shall be arranged to verify tree barricades surrounding trees to be saved as shown on Construction Plans.

2.02 Quality Assurance

Perform work in accordance with Construction Plans, permits, and all applicable local, state, and federal requirements.

2.03 Protection

- A. Tree barricades in accordance with Construction Plans and permit specifications.
- B. Tree barricades are to remain in place until completion of construction activities.

2.04 Prevention of Tree Damage

- A. CONTRACTOR shall not smother trees by stockpiling construction materials or excavated materials within drip line/protective radius.
- B. CONTRACTOR shall avoid foot or vehicular traffic or parking of vehicles within tree barricades as shown on Construction Plans.

2.05 Tree Removal

- A. Removal to be performed by others in accordance with Construction Plans. Removal includes stump excavation/grinding, as applicable. Stumps beneath existing trees to remain will not be removed but cut flush to avoid damage to root system of the tree to remain.
- B. Tree barricades are to be in place prior to the tree removal, and grubbing operations beginning.

2.06 Clearing and Grubbing

- A. Clear from surface of existing ground all small trees not marked to remain, shrubs, brush, downed timber, rotten wood, heavy growth of grass and weeds, vines, rubbish, structures, and debris, as needed.
- B. Grub (remove) all stumps, roots, root mats, logs and debris encountered within limits of construction, as needed.

2.07 Disposal of Waste Materials

- A. Do not burn combustible materials on site.
- B. Remove all waste materials from site.
- C. Do not bury organic matter on site.

2.08 Installation of Trees

Installation of trees to be performed by others.

PART B.2 – SECTION 4

EARTHWORK

4.01 Quality Assurance

Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society for Testing and Materials

AASHTO - American Association of State Highways and Transportation Officials

FDOT - Florida Department of Transportation

4.02 Performance

- A. Salvaging and Stockpiling Topsoil - Topsoil, within the grading limits for cuts to the top of road surface shall be removed. All vegetation shall be cut to a height of approximately six (6) inches and all such vegetation, brush, stones, rocks, and any other objectionable litter or foreign material shall be removed before the ground is broken for removal of topsoil. The CONTRACTOR shall dispose of all vegetation, stones and rocks, and other objectionable litter or foreign material. Equipment and methods of operations shall be such as to avoid the lifting of subsoil. The topsoil from the roadway shall be stockpiled in an approved location within the limits of the project or placed in the areas directed by HABITAT. Topsoil salvaged in excess of that required by the Plans shall be left on site for future use by HABITAT.
- B. Right-of-Way Restoration - The right-of-way shall be restored in accordance with the type and location specified on the Plans. The right-of-way may be shaped by "Machine Grading" or another method approved by HABITAT to achieve the cross section, line and grade shown on the Plans.
- C. Existing Utilities - When existing utilities are shown on the Plans, their locations are approximate only, as secured in the field investigation and from available public records. The CONTRACTOR, prior to the start of construction, shall contact Sunshine State One Call Underground Facilities Locating Service and/or the public agency or utility having jurisdiction to request the verification of all utilities within the construction area.
- When existing utility lines, structures or utility poles are encountered during the performance of the Work, the CONTRACTOR shall perform their operations in such a manner that the service will be uninterrupted.
- Should it become necessary to move any utility structure, line or pole, whether called for on the Plans or otherwise found necessary to be moved, the CONTRACTOR shall make all arrangements with the Owner of the utility for the moving.
- D. Soil Erosion and Sedimentation Control - Prior to commencing any type of earthwork, the CONTRACTOR shall install soil erosion and sedimentation control systems.

4.03 Field Quality Control

- A. Testing - During the course of the Work, HABITAT may require testing of backfill and subgrade for compaction and moisture, sieve analysis, thickness, and bearing value. Samples shall be taken and tested by a testing laboratory approved by HABITAT.
- B. Defective Work - Any portion of the subgrade, which is deficient in the specified density or bearing value, shall be corrected by methods meeting the approval of HABITAT.
- Any extra testing or sampling required by HABITAT, because of deficiencies, shall be at the CONTRACTOR's expense.

PART B.2 – SECTION 5

STORM SEWERS & DRAINAGE STRUCTURES

5.01 Description

Scope - This Section includes storm sewer Work indicated on the Construction Plans complete with pipes, joints, structures, pipe bedding, drainage pond, final inspection and appurtenances.

5.02 Quality Assurance

Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

ANSI - American National Standard Institute

ASTM - American Society of Testing & Materials

AASHTO - American Association of State Highway Transportation Officials

FDOT - Florida Department of Transportation

5.03 Submittals

Shop Drawings - Complete Shop Drawings for all products and materials shall be submitted to HABITAT.

5.04 Product Storage and Handling

A. Storage of Materials

1. Storm Sewer Piping - Piping material shall not be stacked higher than recommended by the manufacturer, whichever is lowest. Suitable racks, chairs, and other supports shall be provided to protect preformed pipe mating surfaces from damage. Store bottom tiers off the ground, alternate tiers and chock tier ends.
2. Gaskets - Jointing and sealing materials used in the storm sewer system shall be protected from sunlight and stored in as cool and clean a place as practical until ready for application.

B. Handling of Material

1. Loading and Unloading - Load and unload materials using suitable approved equipment. Material shall not be dropped, bumped or allowed to impact against itself. Damaged material shall be rejected by HABITAT.
2. Lifting Devices - Lifting devices shall be suited to the Work and shall protect surfaces from damage.

5.05 CONTRACTOR'S VERIFICATION

- A. Excavation and Bedding - Prior to the installation of any storm sewer piping, structures, or materials, examine all trenches and other excavations for the proper grades, lines, levels and clearances required to receive the new Work. Ascertain that all excavation bottoms, compacted subgrade and pipe bedding are adequate to receive the storm sewer materials to be installed. Correct all defects and deficiencies before proceeding with the Work.

- B. Existing Storm Sewers and Drains - Expose the existing storm sewer and structures to which the new Work is to be connected and notify HABITAT of same. The CONTRACTOR will verify the vertical and horizontal locations of the existing system and shall inform HABITAT as to the necessary adjustments or deviations required to align the new storm sewer Work with the existing system.

5.06 Preparation

- A. Pipe Ends - The outside surface of the spigot end and the inside surface of the bell end of the pipe shall be cleaned and free of any foreign materials, other than the sealant recommended by the manufacturer, prior to installation.
- B. Examination of Material - All pipe, frames, covers, accessories, and appurtenances shall be examined carefully for damage and other defects immediately prior to installation. Defective or damaged material shall be marked and held for inspection by HABITAT. Defective or damaged materials are subject to rejection by HABITAT.

5.07 Installation

General

1. Pipe Bearing - Each section of pipe, when placed to grade and line, shall have firm bearing on the trench bedding throughout its length.
2. Pipe Cutting - Cutting of pipe shall be done with approved tools and by approved methods suitable for the pipe material. Pipe cutting methods that produce a smooth, square-cut end without damage to the pipe and that minimize air-borne particles, shall be employed. Pipe cutting shall be performed using the recommendations of the manufacturer of the type of the pipe materials being cut and according to the best trade practices. When cutting pipe, care shall be taken to prevent damage to the interior and exterior surfaces. Damage to either shall be cause for rejection of a complete section of pipe.
3. Dewatering - During the preparation of the pipe bedding and until the trench has been satisfactorily backfilled, the trench shall be kept free of water. A dewatering system, in accordance with Section 02140, Dewatering, shall be provided and maintained by the CONTRACTOR, if needed. The dewatering system, if needed, shall remain in operation as directed by HABITAT.
4. Pipe Laying - Installation of pipe shall conform to ASTM C12, and as recommended by the pipe manufacturer.

The pipe shall be protected during handling against impact shocks and free fall. Hooks shall not be permitted to come in contact with premolded joint surfaces.

Pipes having premolded joint rings or attached couplings shall be handled so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Care shall be taken to avoid dragging any pipe on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects.

All pipe shall be laid to the line and grade called for on the Plans. Each pipe as laid, shall be checked by the CONTRACTOR with line and grade pole or laser system to insure that this result is obtained. When employing a laser system, the CONTRACTOR shall have an independent and alternate means of checking the line and grade. The finished work shall be straight and shall be sighted through between manholes.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in direction of flow. Bell holes shall be excavated so that the full length of the barrel will bear uniformly on the subgrade.

Lubricants, primers or adhesives as recommended by the pipe or joint manufacturer shall be used immediately prior to jointing.

The pipe shall be centered in the bells or grooves and pushed tight together to form a smooth and continuous invert. After laying of pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be relaid properly by the CONTRACTOR.

Mechanical means shall be used for pulling home all pipe where manual means will not result in pushing and holding the pipe home. Mechanical means shall consist of a cable placed inside of the pipe with a suitable winch, jack, or come along for pulling the pipe home and holding the pipe in position.

Circular concrete pipe shall be installed with the lift holes to the top of the pipe. The manufacturer's marks designating the top and bottom of the pipe shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe. After the pipe is installed, the lift holes shall be sealed with suitable concrete plugs.

Type HE elliptical pipe shall be installed with the longer axis placed horizontally within a tolerance of \pm five (5) degrees.

5. Inlets, Covers, Culverts - Installation shall be in accordance with the Construction Plans, Permit conditions and stipulations, applicable local and state regulations, and as recommended by the manufacturer.

5.08 Field Quality Control

General - After all the pipe, structures, and drainage facilities have been laid, constructed, and backfilled, the system(s) shall be final inspected. The storm sewer system shall be ready for the final inspection within two (2) weeks after the completion.

The final inspection shall consist of a visible and audible check of the storm sewers and structures to ascertain that the steps have been placed, all lift holes jointed, the channeling of the manhole bottoms completed, all visible or audible leaks stopped, all pipe has been placed straight and true to the proper slopes and elevations, the required brick courses for adjustment, the frame and cover properly installed, the required end section installed, all trenches and structures backfilled in a workmanlike manner and that the system has been thoroughly cleaned of sand and debris.

The final inspection shall be considered complete when all the repairs have been made and the applicable regulatory agencies approve the work on final inspection.

END OF SECTION

PART B.2 – SECTION 6

STORMWATER TREATMENT DEVICE

11.01 Quality Assurance

Shop Drawings – The CONTRACTOR shall submit shop drawings of the stormwater treatment device, including structural calculations, traffic loading calculations, and pollutant removal efficiencies.

11.02 Installation

Installation shall be in accordance with the Construction Plans, Permit conditions and stipulations, applicable local and state regulations, and as recommended by the manufacturer.

END OF SECTION

PART B.2 – SECTION 7

SANITARY (WASTEWATER) SYSTEMS

6.01 QUALITY ASSURANCE

Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

ANSI- American National Standard Institute

ASTM- American Society for Testing and Materials

FDOT- Florida Department of Transportation

NCPI- National Clay Pipe Institute

6.02 SUBMITTALS

Shop Drawings - Shop Drawings shall be provided for all materials.

6.03 PRODUCT STORAGE AND HANDLING

A. Storage of Materials

Sanitary Sewer Piping, Pumps, Covers - Materials shall not be stacked higher than recommended by manufacturer. Suitable racks, chairs, and other supports shall be provided to protect preformed pipe mating surfaces from damage. Store bottom tiers off the ground, alternate tiers and chock tier ends.

Gaskets - All joint and sealing materials used in the sanitary sewer system shall be protected from sunlight and stored in cool and clean place until ready for installation.

B. Handling of Material

Loading and Unloading - Load and unload piping using suitably approved hoists, skids, etc. Piping shall not be dropped, bumped or allowed to impact against itself. HABITAT shall reject all damaged piping.

Lifting Devices - Lifting devices shall be suited to the Work and shall protect surfaces from damage.

6.04 CONTRACTOR'S VERIFICATION

A. Excavation and Bedding - Prior to the installation of any sanitary sewer piping, structures, or materials, examine all trenches and other excavations for the proper grades, lines, levels and clearances required to receive the new Work. Ascertain that all excavation bottoms, compacted sub-grades and piping bedding are adequate to receive the sanitary sewer materials to be installed. Correct all defects and deficiencies before proceeding with the Work.

B. Pipe Class and Joints - Prior to the installation of any sanitary sewer piping, ascertain that the class of pipe, joint material and bedding are as specified herein and as indicated on the Plans.

6.05 PREPARATION

- A. Pipe Ends - The outside surface of the spigot end and the inside surface of the bell end shall be cleaned and free of any foreign material, other than sealant recommended by the manufacturer, prior to installation.
- B. Examination of Material - All pipe, frames, covers, accessories, and appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective or damaged material shall be marked and held for inspection by HABITAT. Damaged materials are subject to rejection by HABITAT.

6.06 FIELD QUALITY CONTROL

- A. General - After all the pipe, structures, and services have been laid, constructed and backfilled, the system shall be final inspected and tested. The inspection and testing shall consist of the following parts: first inspection, television inspection and testing.

The first inspection shall be completed and all repairs made in ample time so that the television (or similar technology) inspection of the underground portion of the system, as hereinafter defined, can be completed within four (4) weeks of the completion of the construction. Television inspection shall be considered completed when the necessary construction repairs have been made and the installation re-televised when required, and the system is acceptable for the testing phase. When re-television is necessary, an additional two (2) weeks will be allowed for completion. Testing of the system as hereinafter described shall immediately follow the television inspection and shall be completed within a 2-week period.

Failure to maintain a schedule in compliance with the terms of this item will automatically cause the stoppage of other work at the particular site in question until such time as the final inspection of the completed underground portion of the system has progressed to within acceptable limits.

- B. First Inspection - The CONTRACTOR shall have the underground portion of the sewer system ready for the first inspection within two (2) weeks after completion of the installation.

The first inspection shall consist of a visible and audible check of the sewers and manholes to ascertain that the manhole steps have been placed, all lift holes jointed, the channeling of the manhole bottoms completed, all visible or audible leaks stopped, all pipe has been placed straight and true to the proper grades and elevation, the required adjusting rings and frame and cover properly installed, all trenches and structures backfilled in a workmanlike manner and that the system has been thoroughly cleaned.

The first inspection shall be considered completed when all the repairs have been made and the system is ready for television inspection.

- C. Television Inspection - The CONTRACTOR shall provide for television inspection of all of the sanitary sewer lines installed under this Contract.

The CONTRACTOR shall arrange for, engage and pay all expenses involved for the services of a competent company to perform this television inspection.

The inspection shall be carried out under the direction of HABITAT with all television inspection being observed by representatives of HABITAT, and the CONTRACTOR. Any television viewing performed in the absence of HABITAT will not be considered as a part of the final inspection.

The inspection shall involve the visual observation by closed-circuit television of all sanitary sewer, eight (8) inches in diameter installed as a part of this Contract. Inspection shall be recorded and stored in a digital

format on a USB Drive or CD/DVD, in color, with date view. PVC pipe shall have a deflection test using a 5% (go/no-go) test mandrel of appropriate size, visible on video at all times. The inspection shall be performed at a rate of speed which will allow examination of all points of infiltration, cracked or crushed pipe, defective joints, misalignment in line or grade, location of all wye openings and any defects or items of poor workmanship which may appear. Any items that, in the opinion of HABITAT, require repair shall be precisely located and photographed along with a detailed statement of the condition. The CONTRACTOR shall take immediate action to repair all such defects including excessive infiltration at any specific location, even though the infiltration limits as hereinafter specified have not been exceeded for the entire length of sewer being inspected. Dips and sags with 1-inch or more of trapped water shall be cause for rejection and shall be repaired by CONTRACTOR at no additional expense to HABITAT. Following completion of the repair, HABITAT, at their discretion, may require a second television inspection of any repaired areas. The CONTRACTOR shall arrange for and pay all costs involved in performing this re-inspection.

END OF SECTION

PART B.2 – SECTION 8

GENERAL TRENCHING, BACKFILLING, COMPACTING

8.01 Quality Assurance

Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the Construction Plans, Permit conditions, and applicable portions of the following Standard Specifications:

Hillsborough County Technical Manual(s) and standard(s) for roadways, utilities, trees/landscape, irrigation

ASTM - American Society of Testing and Materials

AASHTO - American Association of State Highway Transportation Officials

FDOT - Florida Department of Transportation

8.02 Submittals

Test Reports: **Compaction** – The testing laboratory shall provide HABITAT with copies of the test results of the compaction of any backfill. Test results shall be signed and sealed by a Professional Engineer and submitted to HABITAT.

END OF SECTION

PART B.2 – SECTION 9

ROADWAY

9.01 Quality Assurance

Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the Construction Plans, Permit conditions, and applicable portions of the following Standard Specifications:

Hillsborough County Technical Manual(s) and standard(s) for roadways, utilities, trees/landscape, irrigation

ASTM - American Society of Testing and Materials

AASHTO - American Association of State Highways and Transportation Officials

FDOT - Florida Department of Transportation

9.02 Field Quality Control

A. Testing - During the course of the work, HABITAT may require testing for compaction or density and for thickness of material. The testing and coring required shall be performed by a testing laboratory approved by HABITAT. The cost for testing shall be at the expense of the CONTRACTOR.

B. Defective Work

Sections found to be deficient in depth shall be corrected by the CONTRACTOR using methods approved by HABITAT.

Field compaction tests shall be retested upon re-compaction by the CONTRACTOR. Retesting and re-compaction shall be at the CONTRACTOR'S expense.

END OF SECTION

PART B.2 – SECTION 10

CONCRETE CURBING

10.01 Description

Scope - This section includes curbs & gutters & ADA sidewalk ramps complete with concrete materials, concrete curing compounds, joint materials, field quality control and appurtenances.

10.02 Quality Assurance

Reference Standards - Unless otherwise specified, the work for this Section shall conform to the Construction Plans, Permit conditions, and applicable portions of the following Standard Specifications:

Hillsborough County Technical Manual(s) and standard(s) for roadways, utilities, trees/landscape, irrigation

ASTM - American Society of Testing and Materials

AASHTO - American Association of State Highway and Transportation Officials

FDOT - Florida Department of Transportation - Standard Specifications for Road and Bridge Construction.

FAC - Florida Accessibility Code

ADAAG - Americans with Disabilities Act Accessibility Guidelines

UFAS - Uniform Federal Accessibility Standards

10.03 Submittals

- A. Reports - At the request of HABITAT, the CONTRACTOR shall provide HABITAT with certification that the various materials to be used conform to the ASTM Standards, and others as applicable, referred to in the Specification.
- B. Test Reports: Thickness and Compressive Strength - HABITAT shall be provided with two (2) certified copies of the test results required under Section 3.04. The test shall be performed by a laboratory approved by HABITAT.

10.04 Job Conditions

Protection: Protection Against Rain - Comply with the requirements for protecting new Work against damage from rain, as specified in Part B.1 – Article 6 in this Manual.

10.05 CONTRACTOR'S Verification

- A. Excavation and Forming - Prior to the installation of any concrete, examine the excavation and forms for the proper grades, lines, and levels required to receive the new Work. The CONTRACTOR shall verify that all excavation and compacted subgrade are adequate to receive the concrete to be installed.

Correct all defects and deficiencies before proceeding with the Work.

- B. Existing Improvements – The CONTRACTOR shall investigate and verify the location of existing improvements to which the new Work is to be connected.

The CONTRACTOR shall make necessary adjustments in line and grade to align the new Work with the existing improvements.

10.06 Preparation

Forms - The forms shall be of wood or metal, straight and free from warp, clean, and sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be the full depth of the concrete.

10.07 Installation

- A. Protection: Against Rain - The CONTRACTOR shall adequately protect new concrete from the effects of rain before the concrete has sufficiently hardened. For this Work the CONTRACTOR shall have available on the job site at all times enough burlap or 6-mil thick polyurethane film to cover and protect one day's work. When rain appears imminent, all operations shall stop and personnel shall begin covering. As soon as the rain ceases, the concrete shall be uncovered and the surface burlap dragged where necessary. Curing compound shall be applied to any areas where the compound has been disturbed or washed away.
- B. Cleanup - After the concrete has gained sufficient strength, but no sooner than within 12 hours, the fixed forms shall be removed and the spaces on both sides shall be immediately backfilled with sound earth of topsoil quality. The backfill shall be compacted, leveled and left in a neat, workmanlike condition. If sod has been laid and subsequently disturbed due to concrete work/repair, the CONTRACTOR shall remove and replace like sod to HABITAT's satisfaction.
- C. Gutters and Curbs - Gutters and Curbs shall be constructed in accordance with Hillsborough County Transportation Technical Manual and FDOT Standard Specifications for Road and Bridge Construction, latest edition, including supplements.

10.08 Field Quality Control

- A. Concrete Delivery Ticket - A ticket system may be used for recording the transportation of concrete from the batching plant to the point of delivery. If used, this ticket shall be issued to the truck operator at the point of loading and given to HABITAT.
- B. Concrete Delivery Rejection - Concrete not permitted for inclusion in the Work by HABITAT shall be removed from the site. Rejection of concrete will be determined through Field Quality Control and elapsed time from mixer charging to delivery.

END OF SECTION



PART C

BID PROPOSAL, BID BOND, PERFORMANCE BOND

Windhorst Commons Infrastructure Project

PART C.1

BID PROPOSAL

PROJECT: HABITAT FOR HUMANITY WINDHORST COMMONS INFRASTRUCTURE PROJECT

By signing this bid proposal, the undersigned affirms that said bid proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation providing a bid proposal for the same purpose and that this bid proposal is in all respects fair and without collusion or fraud. The undersigned understands that this bid proposal must be signed in ink and that an unsigned bid proposal will be considered incomplete and subject to rejection by Habitat for Humanity of Hillsborough County Florida, Inc.

SUBJECT TO THE DEVIATIONS STATED IN PARAGRAPH 1 BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO BIDDERS (PART A); PROJECT SPECIFICATIONS (PART B); THE AGREEMENT (PART D); AND HOME INVESTMENT PARTNERSHIPs PROGRAM FEDERAL REQUIREMENTS (PART E); SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID PROPOSAL.

******* USE BLACK INK ONLY *******

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC.:

1. List of Comparable Jobs Completed by Bidder within Previous Five (5) Years

Job Name	Location	Scope of Work	Contact #

2. Addendums:

The undersigned acknowledges receipt of the following amendments to the document:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the offer.

Total bid price is based on payment terms as stated in Part B.1, Article 9 - Payment and Completion.

The undersigned understands any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

Name of Individual, Partnership or Corporation	
Address	
Phone, email	
Authorized Signature, Title	
Date	

List Subcontractor(s):

3. Bid Proposal:

As per the Project Specifications (Part B) the following unit prices are hereby given by the Bidder, for each item herein below delineated to be used for the dual purposes of: (a) arriving at an estimated total bid price, which price is based upon the estimated units of measure shown; (b) establishing unit price factors to be utilized in adjustments to the actual total price resulting from change orders for delineations or additions to the work described in the contract. Said total bid price being HABITAT'S guide to the best qualified Bidder. The Bidder understands further that these unit prices will be utilized by HABITAT to arrive at the actual total cost of the project as measured in the field by HABITAT'S representative and is based upon the actual usage of items in completing the project as per specifications.

BID PROPOSAL
HABITAT FOR HUMANITY WINDHORST COMMONS INFRASTRUCTURE PROJECT

BIDDER:

The Bid items are to include all completed work as shown on the Construction Drawings and in the Technical Specifications. The Total Bid Price shall include all work as a completed project as shown on the Construction Drawings and in the Technical Specifications, including that which is not specifically listed under each item on this form. Bidders may add lines for those items not listed below.

Bid Item	Description	Quantity & Unit	Unit Price (\$)	Amount (\$)
CLEARING & GRADING				
1C	Staked Silt Screen Fence	Lump Sum		
2C	Clearing & Grubbing	Lump Sum		
3C	Grading Including Excavating & Filling (The Contractor shall estimate their own earthwork quantities and bid accordingly.	Lump Sum		
4C	Tree Barricades/Protection (maintain/replace initial protection placed by others)	Lump Sum		
5C	Right-of-Way Sodding	By SY		
7C	Detention Pond Sodding	By SY		
8C	Northern 22' of parcel (around Lift Station and Urban Scenic Corridor)	By SY		
SANITARY SEWER SYSTEM				
1S	8" PVC	By LF		
2S	Service Lines and Clean-Outs	#		
3S	Wyes and Clean-Outs	#		
4S	Lift Station (all components including connections to public system)	Lump Sum		
5S	Manhole(s)	#		
6S	Connection to Existing Manhole –	#		
STORM DRAINAGE				
1D	Inlet Type 1	#		
3D	Control Devices	#		
4D	RCP, as noted on plans	By LF		

WATER DISTRIBUTION				
1R	Water Main & 23 service connections	#		
2R	Hydrant	#		
3R	2" Blowoff Assembly	#		
4R	Connection to Existing Water Main	#		
ROAD CONSTRUCTION				
1R	Gutter Curb	By LF		
2R	Roadway Base	By SY		
3R	Roadway Asphalt	By SY		
4R	Tie in New Road	LS		
5R	Detectable Warning Strip	#		
6R	Signage	#		
7R	Striping Per Construction Plans	LS		
GENERAL				
1G	General Requirements & Other	LS		
TOTAL AMOUNT ALL ITEMS (Total of all bid items listed above)				

INDEMNIFICATION Note that the bidder absolutely must insert a dollar amount into the blank provided and located immediately to the right hereof (stated amount must not be less than \$10.00). The bidder may insert any dollar amount desired as will adequately compensate the bidder for the promise of indemnification from liability for damages in the event the bidder is the successful bidder. Said promise will be binding upon the successful bidder in accordance with the various provisions of this "Bid Package".

\$ _____
Do Not Leave Blank

TOTAL BID PRICE (add the dollar amounts stated in the above two blanks)

\$ _____
Do Not Leave Blank

TOTAL BID PRICE IN WORDS

4. Name of Bidder: _____
(Typed or printed: firm, corporation, business or individual)

5. Our local business address is:

6. Our primary business address is: _____

7. (a) Our present business phone number is: _____

(b) Our emergency phone number is: _____

8. Our business has been in business under its present name since:

9. At this time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed on this ____ day of _____ in the year ____.

ATTEST:

BIDDER:

Witness Signature

BY: _____
Authorized Signature (SEAL)

Witness Print

Witness

(Printed Name of Signer, Title)

Witness Print

CORPORATE SEAL _____
(When Appropriate) (Date Signed and Phone Number)

The before-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.

(3) That the Bidder has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work; the kind and extent of the equipment and other facilities needed for the performance of the work; the general and local conditions; all difficulties to be encountered; and, all other items which may in any way affect the work or its performance.

(Acknowledgement of Bidder, if an Individual)

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 2024, before me the undersigned personally appeared _____ who has produced a Florida Drivers License for identification and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public

(Print Name)

_____ My Commission Expires: _____

THE PROPOSAL MUST BE SWORN TO BELOW BY THE PERSON SIGNING IT

(Acknowledgement of Bidder, if a Corporation)

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this _____ day of _____, 2024, before me, the undersigned personally appeared _____ and _____ who is personally known to me or who has produced a Florida Drivers License for identification and who executed the foregoing instrument as _____ and _____, respectively of _____ corporation, and who acknowledged the execution of such instrument as said officers aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon them by the corporation's Board of Directors or other appropriate authority of said corporation.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public

(Print Name)

_____ My Commission Expires: _____

(Acknowledgement of Bidder, if a Partnership)

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 2021____, before me, the undersigned personally appeared _____, who has produced a Florida Drivers License as identification and who executed the foregoing instrument as one of the members of the firm of _____, and he acknowledged to me that he executed the same, as and for the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public

Print Name

My Commission Expires: _____

PART C.2

EXHIBIT I

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____
(hereinafter called the Principal) and _____ (hereinafter called the
Surety), and a corporation chartered and existing under the laws of the State of _____
with its principal offices in the City of _____ and authorized to do business in
the State of Florida, are held and firmly bound unto Habitat for Humanity of Hillsborough County Florida, Inc. in the
full and just sum of _____ Dollars* (\$_____ .)
good and lawful money of the United States of America, to be paid upon demand of Habitat for Humanity of
Hillsborough County Florida, Inc., to which payment will and truly to be made we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Habitat for Humanity of Hillsborough
County, Inc., a Proposal for the Habitat for Humanity Windhorst Commons Infrastructure Project, for Habitat for
Humanity of Hillsborough County Florida, Inc.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check
otherwise required to accompany this Proposal.

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal
shall, within ten (10) calendar days after the date of receipt of written Notice of Award, execute a Contract in
accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner
required by Habitat for Humanity of Hillsborough County Florida, Inc. The surety shall, upon failure of the Principal
to comply with any and all of the foregoing requirements within the time specified above, immediately pay to the
aforesaid Habitat for Humanity of Hillsborough County Florida, Inc., upon demand, the amount thereof, in good and
lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed
this _____ day of _____, 20____.

Principal

BY: _____

(SEAL)

Surety

BY: _____

Countersigned

BY: _____

Producing Agent For _____

*Write in the dollar amount of the bond which must be at least five percent (5%) of the total of all of the Divisions included in the Proposal. Do not use the phrase "five percent of the Proposal" or words of like import.

PART C.3

EXHIBIT II

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE _____ hereinafter called the "Principal", and _____ surety insurer(s) authorized to do business in the State of Florida, hereinafter called the "Surety" or "Sureties", are held and firmly bound unto HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC., hereinafter called the "OWNER", in the sum of _____ Dollars (\$ _____ . _____) for payment of which we bind ourselves, our heirs our personal representatives, our successors, and our assigns, jointly and severally.

WHEREAS the Principal and Owner have reached a mutual agreement as of _____ (the bid award date for projects subject thereto; said agreement being hereinafter referred to as "contract") for the purpose of the construction of the WINDHORST COMMONS INFRASTRUCTURE PROJECT, said contract being made a part of this bond, as referenced herein.

NOW THEREFORE, THE CONDITIONS OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall faithfully perform the contract at the times and in the manner prescribed in said contract; and
2. Shall promptly make payments to all claimants as defined in Section 255.05 (1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Shall pay Owner for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that Owner sustains because of a default by Principal in contravention in the contract; and
4. Shall perform the guarantee of all work and materials furnished under the contract for the time specified in said contract; then this bond is void; otherwise this bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the contract and compliance or noncompliance with any formalities connected with the said contract or alterations which may be made in the terms of the said contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said contract, or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way

release the Principal and the Surety or Sureties, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety or Sureties of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials, and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety or Sureties on this bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THIS _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

Witness to All

(Printed Name)

Witness to All

BY: _____
Authorized Signature SEAL (Principal)

BY: _____
As Attorney in Fact (SEAL)

STATE OF FLORIDA

I HEREBY CERTIFY, that on this _____ day of _____, 20____ before me personally appeared _____ and _____, submitted a Florida Driver's License for identification/to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge the execution thereof to be a free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official stamp the date aforesaid.

Notary Public, State of Florida at Large

Print Name

My Commission Expires: _____

ATTEST

SURETY OR SURETIES

(Printed Name)

WITNESS TO ALL

BY: _____
Authorized Signature(s) (SEAL)

WITNESS TO ALL

BY: _____
As Attorney in Fact (SEAL)

STATE OF FLORIDA

I HEREBY CERTIFY, that on this _____ day of _____, 20____ before me personally appeared _____ and _____, submitted a Florida Driver's License/to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge the execution thereof to be a free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official stamp the date aforesaid.

Notary Public, State of Florida at Large

Print Name

_____ My Commission Expires: _____



PART D

AGREEMENT

Windhorst Commons Infrastructure Project

PART D AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 (the bid award date for projects subject thereto) by and between the HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC., (hereinafter "HABITAT"); and _____, (hereinafter "CONTRACTOR").

WITNESSETH THAT:

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. The CONTRACTOR being the selected bidder shall provide to HABITAT the following: all performance as per the requirements set forth in the advertisement for bids. **Project Title: HABITAT FOR HUMANITY SILVIO PALMS INFRASTRUCTURE PROJECT.**
2. The CONTRACTOR, in consideration of the premises and mutual covenants herein contained shall agree to furnish at his/her own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the said work.
3. The CONTRACTOR agrees that the work to be performed under this Agreement shall be completed within 75 calendar days from the written Notice to Proceed date. Time is of the essence for the completion of said work. Failure to complete work within the stated period, including any extension(s) granted, shall entitle HABITAT to deduct from the contracted amount as "Liquidated Damages" \$1,000.00 per calendar day of delay.
4. The CONTRACTOR will indemnify and hold harmless HABITAT and their agents and employees from and against all liabilities, claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, providing that any such liability, claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by a negligent act or omission of the CONTRACTOR, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
5. In any and all claims against HABITAT or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
6. Including the provisions contained in this Agreement, the CONTRACTOR and HABITAT shall adhere to all provisions contained in the Contract Documents (as listed in the Instructions to Bidders, Part A), the same being incorporated as part of this Agreement by reference. The CONTRACTOR will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. All work not conforming to these standards and not in conformance with the permitted plans shall be considered defective.

7. HABITAT agrees to pay and the CONTRACTOR agrees to accept the amount stated in the Bid Proposal, Total Bid Price, as full compensation for the following: all work done and materials furnished; all costs and expenses incurred, and loss or damage sustained by reason of any unforeseen obstruction or difficulties encountered in the prosecution of the work; all expenses incurred by, or in consequence of the suspension or discontinuance of the work herein specified; and for well and faithfully completing the work, the whole thereof, therein provided, and maintaining the work in good condition until the final payment is made. The amount stated in the Bid Proposal, Total Bid Price, which HABITAT agrees to pay and the CONTRACTOR agrees to accept for the above-mentioned is \$_____. Payments will be made after work has been completed. The CONTRACTOR may submit payment requests in accordance with Article 9 of the General Conditions (Part B). A notarized lien release for all contracted labor will be submitted for each invoice upon receipt of progressive and/or final payment.
8. It is understood that there are sufficient unencumbered funds to cover the aforementioned payable amount under this Agreement.
9. It is also understood that the amount payable pursuant to this Agreement shall not exceed the aforementioned Total Bid Price in the absence of a mutually written amendment to this Agreement.
10. During the performance of this Agreement, the CONTRACTOR HEREIN ASSURES HABITAT that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age handicap or marital status, discriminate in any form or manner against said CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures HABITAT that said CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within is protective range of applicability.
11. This Agreement shall be contingent upon the CONTRACTOR furnishing HABITAT a Certificate of Insurance showing HABITAT as additionally insured on commercial general and auto liability policies. The CONTRACTOR will purchase and maintain such insurance as will protect him/her from claims under workmen's compensation laws, disability benefit laws or other similar worker's employee benefit laws, from claims for damages and liabilities, and all other claims as described in the Project Manual.
12. HABITAT may terminate this contract without cause upon five (5) days written notice.
 - (a) If the CONTRACTOR is adjudged bankrupt or insolvent, if he/she makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her property, if he/she files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he/she repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he/she disregards the authority of HABITAT, if he/she fails to perform the Work in a satisfactory manner, or if he/she otherwise violates any provisions of the Contract Documents, then HABITAT may, without prejudice to any other right or remedy and after giving the CONTRACTOR said written notice, terminate the services of the CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If

the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to HABITAT. Such cost incurred by HABITAT will be determined by HABITAT and incorporated in a Change Order.

- (b) Where the CONTRACTOR'S services have been so terminated by HABITAT, said termination shall not affect any rights of HABITAT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by HABITAT due to the CONTRACTOR will not release the CONTRACTOR from liability. Upon five (5) days written notice to the CONTRACTOR, HABITAT may without cause and without prejudice to any other right or remedy elect to abandon the project and terminate the Agreement. In such cases the CONTRACTOR shall be paid for all work executed and any expense sustained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST: HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC.

BY: _____ BY: _____
Chief Executive Officer

ATTEST: CONTRACTOR

Witness BY: _____ (SEAL)
Authorized Corporate Officer or Individual

CORPORATE SEAL (When Appropriate)

Printed Name of Signer

Title of Signer

Phone Number of Signer

Acknowledgement of Contractor, if a Corporation

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 20____, the undersigned personally appeared _____ unknown to me but identified by a Florida Driver's License and who executed the foregoing instrument as _____ of _____ corporation acknowledging execution of this instrument as said officer for and on behalf of said corporation, pursuant to the powers conferred upon him by the corporation's, Board or Directors or other appropriate authority of said corporation.

WITNESS my hand and official stamp the date aforesaid.

Notary Public, State of Florida at Large

(Print Name)

My Commission Expires: _____

Acknowledgement of Contractor, if a Partnership

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 20____, before me, the undersigned personally appeared _____ unknown to me but identified by a Florida Driver's License the individual who executed the foregoing instrument as one of the members of the firm of _____, and he acknowledged to me that he executed the same, as and for the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Notary Public, State of Florida at Large

(Print Name)

My Commission Expires: _____

Acknowledgement of Contractor, if an Individual

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 20____, before me, the undersigned personally appeared _____ unknown to me but identified by a Florida Driver's License the person who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Notary Public, State of Florida at Large

(Print Name)

My Commission Expires: _____



PART E

HOME PROGRAM FEDERAL REQUIREMENTS

Windhorst Commons
Infrastructure Project

Contract Provisions for Federally-Assisted Construction Projects

INTRODUCTION

This project is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under housing and community development programs. As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract for the work described in the specifications and contract drawings.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"Developer" means Habitat for Humanity of Hillsborough County Florida, Inc.

"County" means Hillsborough County, Florida.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE.

A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by HUD or the County with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Inspection of Records.** At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the County, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federally 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any HUD program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
 1. 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 contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement 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.
3. 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 agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by 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 subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. **Section 3 Clause**. Projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the Contractor shall comply with the provisions of **Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.**

1. Section 3 requires that, to the greatest extent possible:
 - a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
 - b. Subcontracts shall be awarded to businesses owned by low-income residents or to businesses in which at least 30% of their permanent employees are low-income residents.
2. Contractors and subcontractors shall be required to provide to the Developer plans for complying with these provisions and reports on the extent to which they have met them.
3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any subcontractor where it has notice

that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

SEC. 6. LABOR STANDARDS. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

A. ~~**Davis-Bacon Act Provisions.** All contracts for construction work in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5). The Davis Bacon Act is **not** triggered when federal funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.~~

~~1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor and specified in a wage determination.~~

~~2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.~~

B. **Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3).** This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.).**

Contracts awarded by grantees and subgrantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 Of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

2. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 7. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there under.
3. They will promptly notify the Developer of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 8. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and North Carolina standard lead level threshold for Childhood Lead Exposure Act of North Carolina and the Environmental Protection Agency. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

SEC. 9. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 10. CONFLICT OF INTEREST.

- A. **Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the recipient, subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.
- B. **Contractor's Responsibilities.** The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract:

Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the HOME Investment Partnerships Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the Developer, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

SEC. 11. DISPUTES, DEFAULT AND TERMINATION

A. **Disputes.** In the event of dispute arising under this Contract, the Contractor shall notify the Developer promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the County; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the Developer in writing as above stipulated.

B. Default and Remedies.

1. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:
 - a. Failure to submit to the Developer reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that are incorrect or incomplete.
 - c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the County, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.
2. Upon occurrence of any default, the Developer shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. Payments may be suspended if warranted. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the Developer may continue the suspension or, by written notice of termination, terminate the contract.
3. Notwithstanding the above, the Contractor shall not be relieved of liability to the Developer for damage sustained by the Developer by virtue of any default or breach of the contract; and the Developer may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the Developer will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with federal funds by the Contractor under this contract shall, at the option of the Developer, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Section 3 Description

Habitat for Humanity of Hillsborough County receives assistance through federal housing programs and is required, to the greatest extent feasible, to track job training and contracting opportunities made to **Section 3** residents. A **Section 3** resident is defined as: (1) a resident of a public housing project, **or** (2) a low or very-low income person. According to the definition provided through the federal programs, a low or very-low income person in the Tampa Bay metropolitan area is a person whose annual **household** income **does not exceed** the annual household income listed below.

NUMBER OF PERSONS IN HOUSEHOLD	ANNUAL HOUSEHOLD INCOME
1	\$48,650
2	\$55,600
3	\$62,550
4	\$69,500
5	\$75,100
6	\$80,650
7	\$86,200
8	\$91,750

Certification for Section 3 Business – *Please Complete for Company*

A **Section 3** business is defined as a company: (1) that is at least 51% owned by **Section 3** residents, **or** (2) whose full time employees include at least 30% **Section 3** residents, **or** (3) that provides evidence of a commitment to subcontract at least 25% of the dollar award of subcontracts to **Section 3** businesses.

I, _____, hereby certify that the business _____

_____ **DOES** meet the definition of a **Section 3** business because:

CHECK ONE OR MORE

- ☐ the company is at least 51% owned by **Section 3** residents
- ☐ the company's full-time employees include at least 30% **Section 3** residents
- ☐ the company is providing evidence of a commitment to subcontract at least 25% of the dollar award of subcontracts to **Section 3** businesses.

_____ **DOES NOT** meet the definition of a **Section 3** business.

Signature

Date

Business Address

Printed Name, Title



Section 3 Description

Habitat for Humanity of Hillsborough County receives assistance through federal housing programs and is required, to the greatest extent feasible, to track job training and contracting opportunities made to **Section 3** residents. A **Section 3** resident is defined as: (1) a resident of a public housing project, **or** (2) a low or very-low income person. According to the definition provided through the federal programs, a low or very-low income person in the Tampa Bay metropolitan area is a person whose annual **household** income **does not exceed** the annual household income listed below.

NUMBER OF PERSONS IN HOUSEHOLD	ANNUAL HOUSEHOLD INCOME
1	\$48,650
2	\$55,600
3	\$62,550
4	\$69,500
5	\$75,100
6	\$80,650
7	\$86,200
8	\$91,750

Certification for Section 3 Resident – *Please Complete for Individual*

I, _____, hereby certify that I,

_____ **DO** meet the definition of a **Section 3** resident, because I am either a (1) resident of a public housing project, **or** (2) I have a total household income that is **below** the amount listed above for my household size.

_____ **DO NOT** meet the definition of a **Section 3** resident.

Signature

Date

Home Address

Printed Name