



## CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this First (1<sup>st</sup>) day of January, 2017 until December 31, 2017 by and between HABILITAT FOR HUMANITY OF PINELLAS COUNTY, INC., hereinafter called HABILITAT; and **EXCAVATION CONTRACTOR'S NAME** hereinafter called the CONTRACTOR.

### WITNESSETH THAT:

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

1. At each specified job address, per approved signed proposal, the CONTRACTOR shall provide to HABILITAT the following:  
  
**Site prep for new construction: Scrape lot, fill, rough grade, compact, & foundation backfill, perform compaction test; cut driveway and sidewalk and final grade as per request proposals.**
2. The CONTRACTOR, in consideration of the premises and mutual covenants herein contained shall agree to furnish, but not limited to, 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 per each approved proposal shall be completed within the project timeline as negotiated with HABILITAT. Time is of the essence for the completion of said work.
4. The CONTRACTOR will indemnify and hold harmless HABILITAT 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, and non-compliance of OSHA regulations 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 HABILITAT 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 shall perform all work in accordance with Florida Building Code and all applicable state laws. Also, the CONTRACTOR shall perform all work under the 1926 OSHA (Occupational Safety & Health

Administration) standards and Construction Industry Regulations.

7. HABITAT agrees to pay the CONTRACTOR the specific \$ amount on each approved signed proposal 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. Payment will be made after work has been completed.
8. It is also understood that the amount payable pursuant to each approved proposal for each specific job address shall not exceed the Total Bid Price in the absence of a mutually written amendment to this Agreement.
9. 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 its protective range of applicability.
10. This Agreement shall be contingent upon the CONTRACTOR furnishing HABITAT a Certificate of Insurance showing HABITAT as additionally insured. 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 and from claims for damages and liabilities.
11. The CONTRACTOR warrants and guarantees to HABITAT that all materials and equipment used are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. All work not conforming to these standards and not in conformance with the permitted plans shall be considered defective. The work performed by the CONTRACTOR is guaranteed for a period of one year from the date of final acceptance of all work. The CONTRACTOR shall furnish HABITAT with all manufacturers' and suppliers' written guarantees and warranties, covering materials and equipment furnished under this Agreement.
12. SECTION 3 CLAUSE
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers

with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
13. ARTICLE XVI - LOBBYING AND DEBARMENT  
The Contractor hereby represents and warrants that:
- A. 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 Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - B. 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- C. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts, and that all sub recipients shall certify and disclose accordingly.
- D. The Contractor and its principals (as such term is defined in 24 CFR 24.105(p)):
  - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction (as such term is defined in 24 CFR 24.110) by any Federal department or agency.
  - 2. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) of this certification; and
  - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### 14. ARTICLE XVII - COMPLIANCE WITH REGULATIONS

- A. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
- B. The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Subtitle A, Part 3). The Contractor shall not require, by any means, any persons employed in the completion of the Contract Work, to give up any part of the compensation to which he is otherwise entitled.
- C. To the extent required by law, the Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). To the extent required by law, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay of all hours worked in excess of 40 hours in the workweek.
- D. The Contractor shall comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) (implemented at 24 CFR Part 135) concerning infrastructure improvements funded with Grant Funds hereunder, to the extent that if any state, unit of local government, public housing agency, or other public body, and their respective contractors and subcontractors exceed the applicable thresholds set forth in 24 CFR Part 135.3 of the HUD regulations, then the economic opportunities generated by the HUD financial assistance made available to any such participant and its contracts with contractors/subcontractors shall, to the greatest extent feasible be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons, together with opportunities for training and employment to lower-income residents of the project, and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.
- E. The Contractor shall comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise) by using its best efforts to encourage the use of minority and women's business

enterprises in connection with Contract Work. Furthermore, if the Contractor has 50 or more employees, the Contractor shall provide proof that it has submitted its annual Standard Form 100 (SF-100) (also known as EEO-1) reports with the U.S. Department of Labor and has developed (or will develop) a written affirmative action compliance program within 120 days from the commencement of the contract.

- F. The Contractor shall comply with the regulations governing the Drug-Free Workplace Act of 1988 which is found in 34 CFR, Part 84, Subpart F. The Drug-Free Workplace Act of 1988 is located at 41 USC §701 et seq. Specifically, this requires contractors to certify that they will provide a workplace in which the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited.

15. ARTICLE XVIII - BOOKS AND RECORDS

Habitat, Habitat for Humanity International, Inc., the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract Work for the purposes of making audit, examination, excerpts, and transcriptions for three years after final payment of the Contractor and all pending matters are closed.

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

ATTEST:

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title of Signer

ATTEST:

CONTRACTOR

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_(SEAL)  
Authorized Corporate Officer  
or Individual (Sign before a  
Notary)

CORPORATE SEAL (When Appropriate)

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title of Signer