

**Strawberry Plains Subdivision
Knoxville, Tennessee 37924**

PROJECT MANUAL

PREPARED FOR:

**Knoxville Habitat for Humanity
1501 Washington Avenue
Knoxville, Tennessee 37917**

ADVERTISEMENT FOR BIDS

BIDDING REQUIREMENTS

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All construction shall be accomplished in accordance with current specifications of each respective department for Knox County, Knoxville Tennessee.

Owner – Knoxville Habitat for Humanity also known as KHFH

This project contains Federal Funding.

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. Knoxville Habitat for Humanity is an equal opportunity employer. Businesses owned by women or minorities are strongly encouraged to bid.

Separate sealed bids titled Strawberry Plains Subdivision will be received at Knoxville Habitat for Humanity 1501 Washington Avenue Knoxville, TN 37917 or P.O. Box 27478 Knoxville, TN 37927 until 5:00 p.m. Thursday, December 3rd, 2020. Bids shall be clearly marked with the job title and words "SEALED BID". **See special note below.**

Construction Plans and Project Manual will be made available to all bidders at Knoxville Habitat for Humanity starting November 1st 2020.

The owner reserves the right to waive any informalities or to reject any or all bids.

SPECIAL NOTE:

Project construction may begin on February 1, 2021 with a completion time of **181 days.**
Project to be complete as per construction documents on or before July 31st, 2021.

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 ed.) have the meanings assigned to them in the General Conditions. The term ‘Bidder’ means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (based on Owner’s evaluation as hereinafter provided) makes an award. The term “Bid Documents” includes the Advertise for Bids, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bid Documents may be obtained from the Engineer.
- 2.02 Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.03 Owner and Engineer, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner’s request written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in the Supplementary Instructions. Each Bid must contain evidence of Bidder’s qualification to do business in the State of Tennessee or covenant to obtain such qualification prior to award of the contract.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishings of the Work, (d) study and carefully correlate Bidder’s observations with Contract Documents and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents which Contractor should reasonably be able to determine. Contractor is not an architect or engineer and shall not be relied upon for those services or expertise.
- 4.02 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner

and Engineer by owners of such Underground Facilities or other, and Owner nor Engineer do not assume responsibility for the accuracy or completeness thereof.

- 4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Document due to differing conditions appear in Article 4 of the General Conditions.
- 4.04 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data, which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishings of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.05 On request in advance, Owner will provide Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.06 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, and procedures of construction as may be indicated in or required by the Contract Documents, and that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 There will be No Pre-Bid conference.

ARTICLE 6 – SITE AND OTHER AREAS

(NOT USED)

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by

Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 No Bid Security will be required.

ARTICLE 9 – CONTRACT TIMES

- 9.01 Contract time for substantial completion of the work shall be 150 days from the authorization to proceed.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract, if awarded, will be based on materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

(NOT USED)

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Documents.
- 12.02 All blanks on the Bid Form shall be completed in ink or by typewriter.
- 12.03 Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.05 All names must be typed or printed below the signature.

- 12.06 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.07 The addresses and telephone number for communications regarding the Bid must be shown.

ARTICLE 13 – BASIS OF BID; COMPARISON OF BIDS

13.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances – (NOT USED)

13.03 Completion Time Comparisons – (NOT USED)

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 Bids shall be submitted to the offices of Knoxville Habitat for Humanity on or before 5:00 p.m. on Thursday December 3rd, 2020.
- 14.02 Bids shall be enclosed in an opaque sealed envelope, marked with Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of the Bidder, Contractor's license number, license expiration date, license classification, and accompanied by other documents. If the Bid is sent through the mail or other delivery system, the sealed enveloped shall be enclosed in a separate envelope with the notation "SEALED BID" on the face of it.
- 14.03 Prospective Bidders are furnished one copy of the Bid Documents with one separate unbound copy of the bid form.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly hereafter demonstrates to the reasonable satisfaction of Owner that there was material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15.03 Erasure or other changes in the Bids must be explained or noted over the signature of the Bidder.

ARTICLE 16 – OPENING OF BIDS

16.01 Bids will be opened privately and awarded at a future date.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for forty-five (45) days of the bid opening, but Owner may, at its sole discretion, release any Bid prior to the end of that date.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard to criteria established by Owner. Discrepancies in the multiplication of unit of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

18.02 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

ARTICLE 19 – CONTRACT SECURITY AND INSURANCE

19.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

19.02 Insurance requirements shall be as indicated in the Supplementary Conditions SC-5.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement along with the other

Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 21 – SALES AND USE TAXES

(NOT USED)

ARTICLE 22 – RETAINAGE

22.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage is set forth in the Agreement.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

(NOT USED)

ARTICLE 24 – PARTNERING

(NOT USED)

BID FORM

Project Identification: Strawberry Plains Subdivision, 0 Strawberry Plains Pike 37924

This bid is submitted to **Knoxville Habitat for Humanity**
1501 Washington
Avenue. Knoxville
TN. 37917 or P.O.
Box 27478
Knoxville, TN
37927
C/O Bill Terry

Project: Strawberry Plains Subdivision
Strawberry Plains Pike
Knox County, Tennessee

Submit Bidsto: Knoxville Habitat for Humanity
Bill Terry
1501 Washington Avenue
Knoxville, Tennessee or P.O.
Box 27478 Knoxville, TN 37927

Bidding Starts: November 1, 2021

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Owner in the form included in the bidding documents to perform all work as specified or indicated in the contract documents for the prices and within the time indicated in this bid and in accordance with the other terms and conditions of these documents. The Bidder accepts all terms and conditions contained in the contract documents. The bid will remain subject to acceptance for a period of 30 calendar days after the bid opening or for a longer period if agreeable to both parties in writing.

In submitting this bid, the Bidder represents the following as set forth in the Agreement:

- A. Bidder has examined and carefully studied the contract documents (Civil plans date 5/8/20), other related data referenced in the documents, and the following addenda, receipt of which is hereby acknowledged:

Addendum No. _____	Addendum Date _____
Addendum No. _____	Addendum Date _____
Addendum No. _____	Addendum Date _____
Addendum No. _____	Addendum Date _____

- A. Bidder has visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the drawings, specifications, and other Contract Documents proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion in accordance with the plans and specifications, in full accordance with the Contract documents and all documents relating thereto, and if awarded the contract, to complete said work within the time limits described herein.
- B. Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost(s), progress and the performance of work;
- C. Bidder has obtained and carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface features at or contiguous to the site including underground utilities.
- B. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, exploration tests, studies and data concerning the conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress or performance of Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be used by the Bidder, including applying specific means, methods, techniques, sequences and procedures of construction expressly required by the contract documents to be used by the Bidder, and safety precautions and programs incident thereto;
- C. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for the performance of the work at the price(s) and within the times and in accordance with the other terms and conditions of the contract documents;
- D. Bidder is aware of the general nature of the work to be performed by the Owner and others at the site that relates to the work as indicated in the contract documents;
- E. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents, and all additional examinations, investigations, explorations, tests, studies and data with the contract documents;
- F. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents, and the written resolution thereof by the Engineer is acceptable to the Bidder;
- G. The contract documents are generally enough to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder acknowledges that the Owner is not responsible for payment of additional cut / fill or import / export of on or off-site material necessary to balance the site. The Contractor shall also be responsible for the disposal, either by on-site waste or hauling-off, of all topsoil stripping, and excess soils.

Cost for hauling and disposal of material from undercutting operations, and all rock due to mass or trench rock removal shall be included in the unit cost provided.

Bidder must be capable of providing a Performance & Payment Bond for the full amount of bid prior to being issued a notice to proceed. A line item for the cost to the project is noted in the Add/ Deduct section of the bid form.

Retainage for payment shall be 5% per pay request. The bidder may request half of the retainage upon issuance of substantial completion with the final retainage request coming at project close-out.

Bidder is required to provide documentation, and certified payroll that employees and subcontractors follow the Davis-Bacon Act for prevailing wage-rates.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

The Bidder acknowledges and accepts the Owner's right to waive any and all bid requirements and formalities.

Bidder will complete the work in accordance with the contract documents for the following compensation:

BID FORM

Base Bid Line Item Descriptions	Subtotal
Mobilization, complete (not to exceed 5% of bid)	\$
Staking / Layout	\$
Clearing and Grubbing, complete	\$
Strip Topsoil & Stockpile	\$
Topsoil Replacement & Spreading	\$
Excavation and Grading, complete	\$
Storm Drainage System, complete	\$
Rip-Rap Swales, complete	\$
Sanitary Sewer System, complete	\$
Water Line System, complete	\$
Extruded Curb, complete	\$
Concrete Sidewalks (incl. HC ramps and connections), complete	\$
Asphalt Paving, complete	\$
Pavement Marking and Traffic Control (incl. signage), complete	\$
Hydroseed Slope Treatment, complete	\$
Slope Reforestation, complete	\$
Temporary Erosion & Pollution Control, complete	\$
Maintenance of Erosion Control	\$
Total Cost of Construction:	\$
Adds/Deduct Rates	Subtotal
Mass Rock Excavation & Removal - CY	\$
Undercut Unsuitable Soils & Removal - CY	\$
Replace Undercut w/ On-site Soils - CY	\$
Replace Undercut w/ No. 57 Stone	\$
Trench Rock Excavation & Removal - CY	\$
KUB provided water line tap & extension to site – Ea.	\$
KUB provided sewer line tap & extension to site – Ea.	\$
Performance & Payment Bond	\$

SCHEDULE OF WORK

Bidders are to submit a construction schedule listing Start Time, Duration, and Completion Time for ALL major construction activities associated with this project. Included with this Schedule, the Contractor must submit a “stop date”, that is the anticipated completion of ALL work.

[INSERT SCHEDULE]

Bidder agrees that the work will be substantially completed and ready for final payment in accordance with the plans on or before the timeframe outlined in the above Schedule of Work.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the time specified above, which shall be stated in the agreement.

Submitted on this _____ day of _____, 2020.

State of Tennessee Contractor License No. _____

Classification _____; Expiration Date _____

Corporation Name: _____

State of Incorporation: _____

Type (Corporation, Partnership, Limited Liability Corporation): _____

By: _____
(Signature of Authorized Agent - Attach Evidence of Authority)

Name (Type or Print) _____ Title _____

(Corporate Seal, if applicable)

Attest _____
(Signature of Corporate Secretary, if applicable)

Business Address _____

Phone Number _____ Fax Number _____

Special Note: In the event of a joint Venture Submittal, each joint venture must sign.

END OF SECTION

- A. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- B. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- C. Bidder has given Engineer or KHFH written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- D. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents as per inserted bid form.

CONTRACTING REQUIREMENTS

Knoxville Habitat for Humanity FEDERAL CONTRACT PROVISIONS

In the event of a conflict between this Federal Contract Provisions addendum and any other page in the contract, this Federal Contract Provisions addendum prevails.

Subcontractor Signature: _____

Date Acknowledged: _____

KHFH must include, in addition to the provisions needed to define a complete agreement, the following provisions in all contracts for which the supplies, services and/or construction was financed with federal funds depending on the value of the contract award:

For **all** contracts, the following provisions apply:

1. **Suspension and Debarment.** Requirement of certification from subcontractors regarding their exclusion status on the General List of Parties Excluded from Federal Procurement or Non-procurement Programs as set forth in regulation (24 CFR, Part 24).
2. Provisions to ensure that the subcontractor 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.
3. A provision requiring compliance with Executive Order 11246, entitled "**Equal Employment Opportunity**," as amended by Executive Orders 11375, 13672, and 11478, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
4. A requirement that contractors and sub-contractors, as a prior condition of being awarded the contract, certify that they will comply with The **Drug-Free Workplace** Act of 1988 (42 U.S.C. 701) and (24 CFR Part 24, Subpart F).
5. Provision for the rights of the Federal Government and Affiliate in any invention resulting from experimental, developmental or research work in accordance with regulations (37 CFR Part 401), "**Rights to Inventions** Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

For contracts valued at **\$10,000** or more, the following provisions also apply:

6. **Provisions for termination** "for convenience" by Affiliate, including when and how termination may occur and the basis for settlement. In addition, all contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

For contracts valued at **\$100,000** or more, the following provisions also apply:

7. A requirement that subcontractors certify compliance with the **Byrd Anti-Lobbying** Amendment (31 U.S.C. 1352), and disclosure of any party's lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. Requirement that the subcontractor comply with **Section 3** of HUD Act of 1968 when Affiliate expends \$200,000 or more in HUD housing and community development funds in a federal fiscal year (Oct. 1 – Sept. 30) **and/or** the federally-funded contract award is \$100,000 or more as required under 24 CFR 135.38, as follows:

- 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 but 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 and opportunities for training and employment shall be given to Indians, and (ii) 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).

For contracts valued at equal to or greater than the Simplified Acquisition Threshold (currently at **\$150,000** or more), the following provisions also apply:

- 9. **Breach of Contract.** Provisions which will allow for administrative, contractual or legal remedies in instances where subcontractor violate or breach contract terms and provide for appropriate sanctions and penalties.
- 10. A provision that requires subcontractors to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** (42 U.S.C. 7401 et seq.) and **Federal Water Pollution Control Act** as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

The following provisions are only applicable as required if the contracts involve mechanics and laborers and/or if the federal funding source requires compliance:

11. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Notice of Award

Date: _____ ~~Page 3 of 3~~

Project: Strawberry Plains Subdivision
Owner: Knoxville Habitat for Humanity Owner's Contract No.: _____
Contract: _____ Engineer's Project No.: 620.001

Bidder: _____
Bidder's Address: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

The Contract Price of your Contract is _____ Dollars (\$_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent with [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Knoxville Habitat for Humanity
Owner
By: _____
Authorized Signature

Title

Copy to Engineer

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Knoxville Habitat for Humanity (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All labor, materials, and equipment necessary for and incidental to the construction of the roadways, storm drainage, water, sanitary sewer and dry utilities as shown on the drawings, provider layouts and in accordance with these specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Strawberry Plains Subdivision (**Knox County Approved Stormwater Plans**) 35 lots located at 0 Strawberry Plains Pike.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Fulghum, MacIndoe & Associates Inc. for

Knoxville Habitat for Humanity, Fulghum, MacIndoe & Associates Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 151 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph

14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Base Proposal Work in accordance with the Contract Documents an amount in current funds as follows:

TOTAL PRICE _____
_____ (use words)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Contractor shall submit monthly Applications for Payment by the end of each month. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment by the 15th day of each following month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may legally withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95% percent of Work completed (with the balance being retainage); and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4.75% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of any conflicts, errors, ambiguities, or discrepancies that Contractor has discovered or that were reasonably discoverable by Contractor in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor. Contractor is not an architect or engineer and Owner shall not rely on Contractor for such expertise or to perform such work.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. Project Manual for Strawberry Plains Subdivision Project
 2. Drawings for:
 - Strawberry Plains Subdivision Project, Prepared by Fulgham, MacIndoe & Associates Inc. (**Knox County Approved Stormwater Plans Dated 2/04/2020 and Water and Sewer dated 5/08/2020**) 35 lots located on 0 Strawberry Plains Pike.
 3. General Conditions.
 4. Specifications as listed in the table of contents of the Project Manual.
 5. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (page 1).
 - b. Contractor's Bid (pages 1 to 6, inclusive).
 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments.
 - b. Work Change Directives.
 - c. Change Order(s); The OWNER reserves the right to issue a change order for the work described as Additive Alternatives on the Bid Form. The amount of the change order(s) will be the amount bid for these items on the bid form attached to this contract. The time for completion of this work will be determined when the change order is issued. KHFH Board must approve all change orders prior to commencement of work outlined in Change Order.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Accounting Records

The Contractor shall check all materials, equipment and labor entering into Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and the accounting methods shall adhere to general construction standards and practices. OWNER shall be afforded reasonable access upon written notice and request to Contractor to all CONTRACTOR’S records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and CONTRACTOR’S fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

10.07 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 a 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.

10.08 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 (23 CFR, 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 Works Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department 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 workday 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 ½ 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. 170 lu) (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.

- F. The Contract shall comply with the regulations governing the Drug-Free Workplace Act of 1988, which is found in 24 CFR 24, 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company follows T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

**Subcontractor
Lobbying Certification
For Contracts Exceeding \$100,000**

These certified statements are required by law. The Applicant hereby assures and certifies that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into 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 undersigned shall complete and submit standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Certifying Official:

Date

Printed Name / Title

Company:

**Subcontractor
Debarment Certification
for ALL Contracts**

These certified statements are required by law. The Applicant hereby assures and certifies that:

- 1) The undersigned and its principals (see 24 CFR 2424.20 (a):
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction (see 2 CFR 24.24.220) by any Federal department or agency.
 - II. 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
 - III. 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
 - IV. 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.

- e) Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Signature of Authorized Certifying Official: Date

Printed Name / Title

Company:

Notice to Proceed

Date: _____

Project: Strawberry Plains Subdivision

Owner: Knoxville Habitat for Humanity

Owner's Contract No.:

Contract: Unit Price

Engineer's Project No.: 620.001

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on February 1, 2021. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is **181 days from the date of commencement or no later than July 31, 2021**.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the Owner (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Knoxville Habitat for Humanity

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

Certificate of Substantial Completion

Project: Strawberry Plains Subdivision

Owner: Knoxville Habitat for Humanity

Owner's Contract No.:

Contract:

Engineer's Project No.: 620.001

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

June 30, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities

Contractor's Amended Responsibilities

The following documents are attached to and made part of this Certificate:

The Contract Documents

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

Date

Executed by

Accepted by Contractor

Date

Accepted by Owner

Date

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

A. Document Includes:

1. Supplementary Conditions.

1.2 SUPPLEMENTARY CONDITIONS

1. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented remain in full force and effect.
2. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, have the meanings assigned to them in the General Conditions.

SC-1.01. A Add the following new paragraph immediately after paragraph 1.01.A.32

- 32.A Products: Means materials and equipment that Contractor furnishes and provides, other than labor and services.

SC-2.03. A Delete paragraph 2.03A in its entirety and insert the following in its place:

- 2.03.A Contract Times commence on the date established in Notice To Proceed

SC-5.01. B Add the following language at the end of paragraph 5.01.B:

1. Furnish Performance Bond on EJCDC No. C-610
2. Furnish Payment Bond on EJCDC No. C-615

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

3. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$2,000,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. Bodily Injury
 - (1) Per Injury \$ 500,000
 - (2) Total Each Occurrence \$ 1,000,000

 - b. Property Damage
 - (1) Each Occurrence \$ 500,000
 - (2) Annual Aggregate \$ 1,000,000

 - c. Personal injury, with employment exclusion deleted:
 - (1) Per Injury \$ 500,000
 - (2) Total Each Occurrence \$ 1,000,000

 - d. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

 - e. Excess or Umbrella Liability
 - (1) General Aggregate \$ 1,000,000
 - (2) Each Occurrence \$ 1,000,000

 - f. Automobile Liability – Combined Single Limit \$ 1,000,000

END OF DOCUMENT

SPECIAL CONDITIONS

SP-1.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

- A. Subcontracting with small and minority firms, women's business enterprise.
 - 1. The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises and labor surplus area firms;
 - (a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (d) Establish delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority business and women's business enterprises and;
 - (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

SP-2.1 NON-DISCRIMINATION

- A. During the performance of the contract, the contractor agrees as follows:
 - 1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
 - 2. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or origin, or handicap. Such action shall include but not be limited to (1) employment (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
 - 3. The contractor shall post in conspicuous places available to employees and applicants the notices to be provided by the Contracting Officer that explains this clause.
 - 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin, or handicap.

5. The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitment under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment:
6. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations and orders of the Secretary of Labor.
7. The contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the of the Rehabilitation Act of 1973, as amended, and by the rule, regulations and orders of the secretary of Labor, or pursuant thereto. The contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance of such rules, regulations, and orders.
8. In the event of a determination that the contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the contractors may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or otherwise provided by law.
9. The contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into the litigation to protect the interest of the United States.

END OF DOCUMENT

Change Order
No. _____

Date of Issuance: _____ Effective Date: _____

Project: Strawberry Plains Subdivision Owner: KHFH

Owner's Contract No.: _____

Contract: _____ Date of Contract: _____

Contractor: _____ Engineer's Project No.: 620.001

The Contract Documents are modified as follows upon execution of the Change Order:

Description: _____

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES

Original Contract Price:
\$ _____

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____
\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price incorporating this Change Order:
\$ _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor
(Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

CONSTRUCTION SPECIFICATIONS

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Owner occupancy.
- D. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. The work shall be performed as referred to on the latest revised, approved drawings entitled Strawberry Plains Subdivision.
- B. All labor, materials, and equipment necessary for an incidental to the construction of the subdivision as shown on the drawings and in accordance with the specifications.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Contractor shall limit his use of the premises for the Work of this contract and for storage related thereto, to allow for:
 - 1. Public use of streets
 - 2. Private use of adjoining properties.
 - 3. Access by other contractors and utility companies.
- B. Assume responsibility for the protection and safekeeping under this Contract, of materials of the Contractor stored on the site. The Contractor shall take every precaution necessary including flagmen, barriers, and other protective measures during the work to protect the areas of work from the public. Once begun, the work shall proceed with due haste to minimize disruption.
- C. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

1.4 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Applications for payment.
- B. Change procedures.
- C. Defect assessment.
- D. Unit prices.
- E. Alternates.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Once per month.
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions.
- C. The Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 10 days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Price and Contract Time with full documentation.
- E. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.

- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under Work Direction Change. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Work Directive Change: Engineer may issue directive, on EJCDC 1910-8-F Work Directive Change signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.
- H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Price and Contract Time as provided in Contract Documents.
- I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Document each quotation for change in cost or time with enough data to allow evaluation of quotation.
- K. Change Order Forms: EJCDC 1910-8-B Change Order.
- L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit price will be adjusted to new price at discretion of Engineer.
- D. Individual specification sections may modify these options or may identify specific formula or percentage price reduction.
- E. Authority of Engineer to assess defects and identify payment adjustments is final.

- F. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

1.5 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Actual quantities provided shall determine payment.
1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit prices contracted.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by the Work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Employ Land Surveyor acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is that shown on Drawings.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Maintain complete and accurate log of control and survey work as Work progresses.
- G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- H. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- I. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Engineer, and Contractor.

C. Agenda:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Designation of personnel representing parties in Contract, Owner, and Engineer.
5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Shop drawings.
- C. Test reports.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project and deliver to Engineer at business address.
Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- F. Allow space on submittals for Contractor and Engineer review stamps.
- G. When revised for resubmission, identify changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- I. Submittals not requested will not be recognized or processed.

1.3 SHOP DRAWINGS

- A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.

2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

C. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

1.4 TEST REPORTS

- A. Submit for Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Protecting installed construction.
- C. Project record documents.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Product substitutions or alternates utilized.
 - 2. Changes made by Addenda and modifications.

- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

- G. Submit documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION