

**HABITAT FOR HUMANITY OF CENTRAL ARKANSAS**  
**CONTRACT DOCUMENTS**

These following Documents should all be thoroughly reviewed and understood as requirements of the Contract; Bidders will be expected to submit all completed documents prior to the execution of a contract and before receiving a Notice of Award.

These following Contract Documents include:

- 1) Owner/Contractor Agreement;
- 2) Section 3/MBE/WBE Certification Form;
- 3) Debarment Certification Form;
- 4) Equal Employment Opportunity Certification Form; and
- 5) IRS Form W-9.

## **OWNER/CONTRACTOR AGREEMENT**

This Contract is between **Habitat for Humanity of Central Arkansas** (referred to in this contract as the "Owner") and **Successful Bidder** (referred to in this contract as the "Contractor") warranting itself to be licensed and qualified to perform the work specified herein. This Contract is for the New Construction of a single-family residential structure on property located at **Address, North Little Rock, AR 72114** (referred to in this contract as the "property").

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

### PART I - Specific Terms

- (1) **EFFECTIVE DATE:** This document shall have no force or effect unless and until executed by the Owner and Contractor. The Contractor shall not be compensated under this contract for work commenced or materials delivered to the property before the Effective Date unless authorized by the Owner.
- (2) **THE CONTRACT:** This Contract consists only of this Part I (Specific Terms), Part II (Standard Terms), and the following attachments:
  - A. CONSTRUCTION SPECIFICATIONS
  - B. BID FORM
  - C. FLOOR PLANS & ELEVATIONS
  - D. PLOT PLAN
- (3) **TIME FOR COMMENCEMENT AND COMPLETION:** The Contractor agrees to commence, or cause to be commenced, the actual work described in the specifications within **10 days** after Effective Date. The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen, or laborers all work listed above in the timeline stated in each Notice to Proceed, which will be issued by Owner for each stage of work as applicable, subject to extensions approved by the Owner for the period of excusable delays (including strikes, acts of God or other reasons beyond the control of the Owner or Contractor).

If work has not been completed by the date herein, the Contractor shall be assessed liquidated damages in favor of the Owner and the City of North Little Rock in the amount of **\$150** per day for each calendar day in excess of the number of days, as provided herein, unless an act from a source, as determined by the Owner, is found to be beyond the Contractor's control caused such delay in completing the project.

This agreement will remain in effect until final payment has been made by Owner.



- (4) **CONTRACT PRICE:** The Contractor agrees to accomplish work as described in the specifications in accordance with each and every term and condition of this Contract, for a total contract price of **\$ total bid price**. The price of specific property addresses is stated in the Bid Form (Attachment B).
- (5) **PAYMENTS:** The Owner agrees to pay to the Contractor for the satisfactory completion of Contractor's Work the sum of **\$ total bid price** at the satisfactory completion of the job, in accordance with the bid packet prepared by the Contractor and approved by the Owner. The Owner shall not withhold payment to the Contractor except for noncompliance with the terms of this Contract and shall not request the Contractor to perform work outside the scope of this Contract as a condition of receiving payment.

Owner shall pay Contractor within (30) days after the project is completed to the approval of the Owner and all approving agents.

The Contractor acknowledges that it is a material breach of this Contract to request or accept a progress or final payment which is in excess of the price of the work completed at the time such payment is requested.

- (6) **WARRANTY:** The Contractor warrants that all improvements, hardware, and fixtures of whatever kind of nature to be installed or constructed on the property by the Contractor or the Contractor's subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the Owner and subsequent owners of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the Owner or subsequent owner(s) shall have notified the Contractor at the address stated above within one year, except for any longer warranty periods specified below:

(a) \_\_\_\_\_ years for \_\_\_\_\_

(b) \_\_\_\_\_ years for \_\_\_\_\_

- (7) **PARTIES TO CONTRACT:** The Owner and Contractor agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that neither the City of North Little Rock, nor the United States Department of Housing and Urban Development, assumes any liability or responsibility whatsoever for the performance of any item of this Contract.
- (8) **TRAINING AND EMPLOYMENT OF LOWER INCOME AND SECTION 3 RESIDENTS OF PROJECT AREA:** The work to be performed under a contract in excess of \$100,000 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 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by

persons residing in, the area of the project. Section 3 requirements do not apply to contracts under \$100,000; however, Contractors are encouraged to provide training, employment, and contracting opportunities to low and very low-income residents and businesses, to the best of their abilities.

## PART II - Standard Terms

- (1) **INSURANCE AND BONDING:** During the continuance of the work under this Contract, the Contractor and all of its subcontractors shall:
- A. Maintain worker's compensation and employers' liability insurance in amounts sufficient to protect themselves, the City of North Little Rock, and the Owner of the Property from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted; and
  - B. Maintain public liability insurance in amounts sufficient to protect themselves and the Owner against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

The Contractor agrees to provide evidence to the Owner of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this Contract at the option of the Owner.

- (2) **ASSIGNMENT:** The Contractor agrees not to assign this Contract without written consent by the Owner.
- (3) **CHANGE ORDERS:** The Contractor agrees not to make any changes in the specifications without written authorization by the Owner. Specification changes differing from the original bid work will be contingent on Owner approval.
- (4) **PERMITS AND CODES:** The Contractor agrees to secure and pay for all necessary permits and licenses required for the Contractor's performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the specifications.
- (5) **HOLD HARMLESS:** The Contractor agrees to defend, indemnify, and hold the Owner harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract. Each Contractor and its subcontractors are acting in the capacity of an independent contractor with respect to the Owner. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or materialmen for unpaid work or labor performed, or materials supplied in connection with this Contract.

- (6) **ELIGIBILITY:** The Contractor represents that he or she is not listed on the Disbarred and Suspended Contractors List of the U.S. Department of Housing and Urban Development, and further agrees not to hire or utilize as a subcontractor or supplier any person or firm that is so listed. Per Executive Orders 12549 and 12689, federally assisted contract or subcontract awards must not be made to parties listed on the government wide exclusions listing in the System for Award Management (SAM.gov). Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts will be attached to all contracts and subcontracts.
- (7) **FEDERAL LABOR STANDARDS:** If this Contract (i) concerns the rehabilitation of residential properties containing 12 or more units or (ii) calls for a price of \$2,000 or more for the rehabilitation, in whole or in part, of nonresidential property or the nonresidential portion of a mixed-use property the Contractor agrees to abide by the Federal Labor Standards provisions contained in form HUD-4010A. Contractor should abide by applicable federal labor laws, including but not limited to the Fair Labor Standards act of 1938, as amended.
- (8) **CONDITION OF PREMISES:** The Contractor agrees to keep the premises broom clean and orderly and remove all debris as needed during the work, in order to maintain work conditions which do not cause health or safety hazards.
- (9) **LEAD BASED PAINT:** The Contractor agrees to use no lead-based paint in the Contractor's performance of this Contract, including the performance of any additional subcontractor. "Lead-Based Paint" means any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- (10) **INSPECTION:** The U.S. Government, the City of North Little Rock, and the Owner shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the Government, and the State are permitted to examine and inspect the property, and all subcontractors, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the US. Government and the State assume no responsibility to the Owner for defective material or work under this Contract or to either party for any breach of this Contract to the other.

(11) **INTEREST OF FEDERAL, STATE, CITY PERSONNEL:** The Contractor agrees that none of the following, nor their immediate family members, shall have any interest or benefit, direct or indirect, in this Contract:

A. Any officer, employee or agent of the Owner or City of North Little Rock who exercises any function or responsibility in connection with administration or decision making regarding the NSP Program activity covered by this contract or any member of the governing body of the City or State.

B. Any member of or delegate to the Congress of the United States

C. Any Resident Commissioner

D. Any person employed by HUD at a grade level of GS-9 or above.

(12) **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with applicable local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Fair Housing Act, Executive Order 11063 as amended by Executive Order 12259, Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Orders 11375, 11478, 12086 and 12107, Executive Order 11625 as amended by Executive Order 12007, Executive Orders 12432 and Executive Order 12138 as amended by Executive Order 12608, along with all applicable implementing regulations associated therewith, and shall include the provisions of this paragraph in every subcontract or purchase order, specifically or by reference, entered into under this Agreement. Contractor shall ensure maintenance of records and reports to document compliance with nondiscrimination and equal opportunity requirements.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by Owner, setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Subcontractors shall incorporate foregoing requirement in all subcontracts.

- (13) **MINORITY BUSINESS/WOMEN'S BUSINESS/SMALL BUSINESS:** The Contractor and its subcontractors will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group developers or women. The Contractor may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.
- (14) **COPELAND ANTI-KICKBACK ACT:** Contractor will comply with Title 18 U.S.C. 874 which prohibits inducing, by any means, any person employed in the construction, completion or repair of federally assisted work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor will include this clause in subcontracts of any amount issued under this contract.
- (15) **GENERAL CONDITIONS:** The Contractor covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the local, state, and federal governments, and all amendments thereto. Contractor and its subcontractors are subject to the HOME Investment Partnerships requirements applicable to Owner in 24 CFR part 92, except 92.352, 92.357, 92.505, and 92.506.
- (16) **PROPERTY STANDARDS / ENERGY EFFICIENCY:** All affordable housing constructed with NSP funds provided under this Agreement shall assure compliance with 24 CFR 92.251 as relates to property standards, housing quality standards, accessibility standards, and disaster mitigation standards, as applicable. Upon completion, referenced NSP project shall meet or exceed all applicable minimum housing code standards, as established by the City of North Little Rock, and all state and local housing, zoning, fire, and building codes, as amended. For new construction, the acceptable standard will be the Southern Building Code, and all City and State building codes, National Electric Code, housing and zoning codes, as amended. Additionally, all new construction shall use the effective energy conservation and effectiveness standards (24 CFR Part 39) and applicable minimum codes including the Arkansas Energy Code and 2009 IECC as amended. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) should be followed.



(17) **RECORD KEEPING:** The Contractor agrees to maintain project records for five years after final payments are made and other pending matters are closed, and to provide Owner access to records at any time during project implementation or for five years after project closeout for purposes of verifying compliance with NSP program requirements and this agreement. Access shall be immediately granted to Owner, the City of North Little Rock, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor or its subcontractors which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions.

(18) **CONFLICT OF INTEREST:** No person who is an employee, agent, consultant, officer or elected or appointed official of the City of North Little Rock or Habitat for Humanity of Central Arkansas who exercises or has exercised any functions or responsibilities with respect to NSP activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit from a NSP activity, have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect to a NSP activity or its proceeds, for themselves or those with whom they have family or business ties. The prohibition applies during their tenure and for one year thereafter.

(19) **REPORTING REQUIREMENTS:** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the City or HUD. Further, the Contractor agrees to require any subcontractor to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

(20) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 the awarding agency.

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Owner Signature

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Date

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Contractor Signature

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Date



<b>Section 3 Business, Minority-Owned, Woman-Owned Certification Form</b>	
Business Name:	
Contact Name:	Title:
Address:	City, State, Zip:
Phone Number:	Email Address:
DUNS Number:	Tax ID Number:
CAGE Code (sam.gov):	Contractor AR License Number:
Project Name or Address:	

- ▶ Is your business a Minority-Owned business concern?     Yes             No  
     If yes, check one:     Black     Native American     Hispanic     Asian/Pacific     Hasidic Jew
- ▶ Is your business a Woman-Owned business concern?     Yes             No
- ▶ Is your business a Section 3 business concern?             Yes             No

**Minority-Owned Business Concern:** Business is at least 51% owned by minority group individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals, and management and daily operations are controlled by those members. "Minority group members" most often identified are US citizens who are African-American, Asian, Hispanic, or Native American.

**Woman-Owned Business Concern:** Defined as at least 51 percent owned by one or more women, or in the case of a publicly-owned business, at least 51 percent of the stock is owned by one or more women, and the management and daily operations of which are controlled by one or more women.

**Section 3 Business Concern (must check at least one that applies to your business):**

- Business is owned (51% or more) by Section 3 residents; OR
- 30% (or more) of your full time, permanent employees are currently Section 3 residents, or within three years of the date of first employment with your company were Section 3 residents; OR
- You will subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or has 30% or more employees who are Section 3 residents.

**A Section 3 resident is:**

- a North Little Rock Public Housing Development resident \*OR\*
- a Project Area or North Little Rock Resident & Low Income Person per Chart below (\*FY2022 HUD HOME income limits)

Total Number of People in Household	Gross Annual Household Income must be BELOW*:
1	\$44,100
2	\$50,400
3	\$56,700
4	\$62,950
5	\$68,000
6	\$73,050
7	\$78,100
8	\$83,100

I certify that the above information is true, complete, and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This certification does not guarantee a contract but provides your business information for Neighborhood Stabilization Program (NSP), Community Development Block Grant (CDBG), and/or HOME Investment Partnerships funded projects. Evidence of business ownership, employment or subcontracting records, public housing residency, and/or income records may be requested.



**CERTIFICATION  
DEBARMENT,  
INELIGIBILITY, AND  
FOR COVERED CONTRACTS**



**REGARDING  
SUSPENSION,  
VOLUNTARY EXCLUSION  
FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require that covered potential contractors be screened to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Arkansas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he or she is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor:	Tax ID No. or Social Security No.:
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\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Printed/Typed Name and Title of Authorized Representative:
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# CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25) which provides that any bidder or prospection contractor, or any of their proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder or contractor has not filed a compliance report due under application instructions, such bidders or contractors shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY SUBCONTRACTOR

Proposed Subcontractor			
Address		Zip Code	
Prime Contractor Name			
Project Name or Address			

1. Has Subcontractor participated in a previous contract or subcontract subject to the Equal Opportunity Clause?  Yes  No
2. Were compliance reports required to be filed in connection with such contract or subcontract?  Yes  No
3. Has the Subcontractor filed all compliance reports due under applicable instructions?  Yes  No  N/A
4. Has the Subcontractor ever been, or is Subcontractor being considered, for sanction due to the violation of Executive Order 11246, as amended?  Yes  No

Certification – The information above is true and complete to the best of my knowledge and belief.

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Authorized Representative Signature Date

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Printed Name Title

