Habitat for Humanity of Greater Memphis
RULES OF ALL PROJECTS

All trade-contractors, suppliers & their company employees must read and adhere to all of these rules or be subject to a back charge for each violation.

The following actions are absolutely forbidden on the Owner's property at all times.

- Use of Alcohol, Illegal Drugs, or Weapons, and no Hunting – do not ask Owner.
- No Smoking from project curbs on or throughout Owner's property lines.
- Loud Music.
- Use of profanity or insulting language.
- Allowing individuals under the age of 18 onto the work site.

Professionalism is required when on the Owner's property

- Courtesy to the Owner and all other workers.
- Wear appropriate attire on the project, including but not limited to, shirts and work boots.
- Do not direct technical or contractual questions to the Owner, ask first the Habitat Representative on site, phone the office, or phone your supervisor first.
- Direct all your questions about the work to the Habitat Project Manager or the designated employee. Do not involve or ask the Owner.
- Never use Owner's personal property, toilet, appliances, tools, supplies or radios or TVs.
- Never enter the Owner's quarters that are not directly and immediately tied to current job phase.

Clean up and Safety

- Clean up continually and keep organized. Leave your work area neat at day's end.
- Maintain and leave your work area safe at all times.
- Use portable toilets. Most projects will have toilets provided by Habitat.
- There shall be absolutely no debris of any sort left on the jobsite.

Security of the Owner's Property

- The last person to leave must lock up the house.
- If there is any problem locking the house, you are required to contact the Habitat Project Manager/office before you leave the house.

Parking of Vehicles

- You are responsible to protect the Owner's property against damage.
- Parking on the street is recommended when practical. If vehicle leaks, protective measures are to be addressed at all times.
  (NO PARKING ON DRIVEWAYS AT ANY TIME)

Initial _____

HABITAT FOR HUMANITY SUBCONTRACTOR AGREEMENT

Effective Date _____

Subcontractor Information

Company Name _____

Owner's Name _____

Street Address_____City_____State_____Zip_____

Email Address _____

Phone_____Fax _____

TN License Number_____Type of License _____Expiration Date _____

Worker's Compensation Policy Number_____

Worker's Compensation Policy Term Dates_____to _____

If Exempt, State Worker's Compensation Exemption Number: _____

Expiration: _____General Liability Policy Number _____

General Liability Policy Term Dates _____to_____

Insurance Agent Name and Telephone # _____

Federal Tax ID# or SS#_____

Signature _____

Initial _____

I. PARTIES

This **Master** Subcontract (hereinafter referred to as "Agreement") is being entered into on the_____day of____, 20_____, and is between Habitat for Humanity of Greater Memphis (Habitat), (hereinafter referred to as "Contractor"); and _____, (hereinafter referred to as "Subcontractor"). By signing this agreement, Subcontractor warrants that he/she is fully experienced, properly licensed, and insured to perform the type of work described in this Agreement, and that he/she is an independent contractor and not an agent or employee of the Contractor.

II. SUBCONTRACTOR RESPONSIBILITIES

Subcontractor will furnish all labor, equipment, tools, materials, transportation, supervision, and all other items required for safe operations to complete the following work which must comply with the latest edition of all applicable building codes and this Contract.

Subcontractor will not use Habitat's tools, equipment, supplies, or personnel. Subcontractor is responsible for the instruction and supervision of his/her own crews. Subcontractors shall not leave a crew on The Habitat job site unless the assigned crew has exact instruction of what their work is to be.

III. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT

The Scope of Work, specific description of the work, subcontract amounts, and cost of project will be sent on a work order for repair projects.

GENERAL CONDITIONS

A. EXCLUSIONS FROM SUBCONTRACTOR'S SCOPE OF WORK

Labor and materials for work on projects that are not included by Subcontractor shall be set forth in each Scope of Work Exhibit.

B. CONTRACT DOCUMENTS

Subcontractor will perform its work in accordance with all Contract Documents, which are identified as follows:

- This Subcontractor Agreement, and with regard to each project:
- Scope of Work
- Plans
- Specifications
- Addenda
- Miscellaneous

Subcontractor is required to walk through Contractor's project site to determine the location and best application of project products. Upon commencement of work on any project, Subcontractor warrants that they have been furnished all Contract Documents referred to above and have thoroughly familiarized themselves with all Contract Documents and the existing site conditions.

The intent of the Contract Documents and this Agreement is to obtain a complete and professional job. Subcontractor agrees that the Scope of Work covered by this Agreement and the Scope of Work Exhibit shall include all labor and materials that are both specified and reasonably implied by the Contract Documents.

C. PERMITS, INSPECTIONS AND CODE VIOLATIONS

Subcontractor is responsible for obtaining all required permits and inspections for his/her work and warrants that he/she has included in proposal all relevant labor and materials for a complete install and required permits. Subcontractor is responsible for scheduling required code inspections and having his/her own personnel on site for code inspections and any subsequent re-inspections.

Initial _____

Subcontractor also acknowledges that Habitat personnel will conduct an inspection of work performed and payment will not be released to Subcontractor until all work passes this inspection. In addition, a 3rd party inspection will be conducted once the work has passed Habitat's inspection.

Subcontractor agrees to assume responsibility for compliance with all applicable federal, state, and local laws with regard to labor, health, safety and accident prevention, and rules, regulations and standards promulgated there under relating to the work to be performed by Subcontractor.

Subcontractor agrees to indemnify, hold harmless and defend Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN, and Homeowner from any claims, causes of action, liability, damages or penalties including costs and attorney's fees incurred arising out of or in conjunction with Subcontractor, its Sub-Subcontractors, agents, officers, directors, trustees or employee's acts or omissions, the violation of or noncompliance with any of the aforesaid laws, rules, regulations and standards in any forum relating to the performance of the Subcontractor on any project regarding this Contract.

D. WORK COMMENCEMENT AND COMPLETION TIME

TIME IS OF THE ESSENCE in all aspects of Subcontractor's performance. Subcontractor shall perform his/her work in accordance with the schedule of Habitat.

E. WORK SCHEDULES

Subcontractor/Contractor is authorized to give the Homeowner a schedule for the sub-phases. Subcontractors are to consult Homeowner with all scheduling questions. Subcontractor is to discuss with Contractor the schedule, date changes or additional days. The Subcontractor will verify and notify Homeowner of dates.

F. CHANGES IN THE WORK

Only the Contractor shall have the right to order changes in the scope of the Subcontractor's work (both additions and deletions). These changes shall be made in writing and signed by both Subcontractor and Contractor prior to commencement of any Change Order work by Subcontractor.

Inspect the existing conditions before you start work. Alert Habitat's Project Manager of any problems with the substrate you are working. Unless defects are pointed out prior to beginning work, you will be responsible for the cost of any rework necessary to correct defects.

If the change will affect your assigned phase, you are to stop your work and contact Habitat's Project Manager. If Project Manager is not available, do not continue. The Homeowner cannot authorize changes. Direct the Homeowner to Habitat and if the change will directly affect the current phase, you are to stop the project to obtain the Contractor change order.

G. BACK CHARGES AND PROTECTION OF THE WORK

Contractor has the right to deduct from payments due to Subcontractor for the cost of repairing damage caused by Subcontractor or the cost of repairing/replacing Subcontractor's defective work if Subcontractor fails to take significant steps toward correcting this damage, or non-conforming or defective work, within 2 days after receiving notice from Contractor. The Subcontractor agrees to be responsible for protecting all of its work in progress.

Contractor has the right to deduct from payments due to Subcontractor for any violations of this contract to include (for each offense):

- Smoking on property $50.00
- Not Cleaning up work area $50.00
- Not leaving the area locked up and/or if Subcontractor enters a portion of the Homeowner's living quarters that is not related to the scheduled work could result in the immediate termination of Subcontractor's contract.

Initial _____

Contractor has the right, at its discretion, to halt and/or terminate Subcontractor from the job site while allocations of violations are being reviewed.

H. INDEMNIFICATION

All work performed by Subcontractor pursuant to this Agreement shall be done at the sole risk of the Subcontractor. Subcontractor (and its agents) shall at all times indemnify, protect, defend, and hold harmless Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN and Homeowner from all loss and damage, and against all lawsuits, arbitrations, mechanic's liens, legal actions, legal or administrative proceedings, claims, debts, demands, awards, fines, judgments, damages, interest, attorney's fees, and any costs and expenses in any form which are directly or indirectly caused or contributed to, or claimed to be caused or contributed to, by any act or omission, breach, fault or negligence, whether passive or active, of Subcontractor or their agents, employees, or lower-tier Subcontractors, subsidiaries, employees, agents, assigns, officers, directors, members or invitees in connection with or incidental to the work under this Agreement and Exhibits attached hereto.

I. SUBCONTRACTOR'S INSURANCE

Before commencing work on the project, Subcontractor will supply to Contractor duly issued Certificates of Insurance, naming Contractor, Habitat for Humanity of Greater Memphis, as certificate holder, showing in force the following insurance for comprehensive general liability in occurrence form, and worker's compensation (unless exempt):

- Comprehensive general liability (in occurrence form) with limits of not less than $1,000,000.00 per occurrence.
- Worker's compensation insurance. If exempt by Tennessee law, you must provide proof of Exemption Registration.

All insurance binders must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to cancellation of Subcontractor's insurance.

Subcontractor must furnish the insurance binder referred to above as an express condition precedent to the Contractor's duty to make any payments to Subcontractor pursuant to this Agreement. Neither Contractor's nor Habitat for Humanity of Greater Memphis', nor Habitat for Humanity of TN's, nor Homeowner's insurance shall be called on to contribute to a loss caused in whole or in part by the negligence of Subcontractor.

Subcontractor, its Agents, Employees and its Subcontractors fully release, and shall hold harmless, indemnify and defend Contractor, Habitat for Humanity of Greater Memphis and Habitat for Humanity of TN from any injuries that may occur to the Subcontractor, its Agents, Employees and its Sub-subcontractors during the course of this project. In no way does this provision affect the absolute duty of every Subcontractor to provide worker's compensation insurance coverage to each and every one of their employees according to the provisions of this Agreement and all applicable state and federal laws. Habitat requires Subcontractor and its Subcontractors to carry worker's compensation for their principals personally, Employees, and Agents for the entire term of the working relationship, unless exempt by Tennessee Law and Exemption Registration is provided.

J. CLEANUP

Subcontractors will continuously clean-up work areas, and keep them in a safe, sanitary condition, and remove all debris on a periodic basis. The Subcontractor will broom sweep the entire work area at the end of each workday and remove and properly dispose of any debris.

K. NO SMOKING

Smoking is prohibited on the entire job site, to include the area from the road curb to the home and all perimeters of the Homeowner's property.

L. EXPRESS WARRANTY

At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that

Initial _____

fail to function properly for a period of one year after completion of the project, or any longer period imposed by State or Federal law, whichever time period is longer, at Subcontractor's own expense. Subcontractor will also repair any surrounding parts of the structure that are damaged due to any failure in Subcontractor's work during the warranty period stated herein.

M. LAWS, REGULATIONS, AND SAFETY

Subcontractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, rules and regulations, whether federal, state, or municipal, particularly those relating to wages, hours, working conditions, Section 3, EEO, non-discrimination, conflict of interest, anti-kickback, safe operations, all applicable union contributions, and the payment of all taxes. Subcontractor will comply with all statutes and regulations that establish safety requirements (including, but not limited to those of OSHA and any state agency regulating job-site safety). By signing this Agreement, Subcontractor knowingly and willingly accepts full responsibility for the safe operation of all of its activities and the protection of other persons and property during the course of this project. Subcontractor is to furnish all warranty information and operation manuals relating to its work on the project to Contractor.

N. SUBCONTRACTOR DEFAULT

If Subcontractor fails to diligently complete work under this Agreement or fails in any way to perform in accordance with all the terms and conditions of this Agreement, then Contractor may, without prejudicing any other rights they may have, give a 72-hour Notice to Subcontractor to cure their default. If Subcontractor does not cure their default within 72 hours of receiving notice, then Contractor may immediately terminate this Agreement for cause by giving Subcontractor notice of termination of this Agreement. Contractor will deduct the cost to resolve any deficiencies in the work or defaults and Contractor will then have no duty to pay Subcontractor any remaining funds due until the project has been completed. If the cost to complete Subcontractor's work and the amount of funds paid to Subcontractor to date exceeds the contract amount of this Agreement, Subcontractor will then be responsible for immediately paying this difference to Contractor. Subcontractor is responsible for paying all of Contractor's attorney's fees and court costs in connection with the enforcement of this clause.

O. ASSIGNMENT

Any assignment of any part of this contract is prohibited and void without the prior written consent of Contractor.

P. DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or relating to this Agreement involving an amount less than $5,000 (or the maximum limit of the Small Claims Court) shall be handled through the Small Claims Court. Any dispute over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private construction mediator who shall be mutually selected by the parties to conduct mediation. The mediator shall also be either a licensed attorney or retired judge who is familiar with construction law.

Subcontractor agrees to contractually make this provision bind and "flow down" to all lower-tier Subcontractors. This Agreement is not assignable. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of its reasonable attorney's fees and costs incurred and shall be entitled to post-judgment interest at the legal rate.

Q. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Subcontractor and Contractor.

R. REQUIREMENTS FOR PAYMENT

- Invoice – this document must include
    - Date

Initial _____

- Invoice number
- Name and address of the company
- Address where work was performed
- Detailed summary of the work completed
- Total amount

- Contract for Services
- Certificate of Completion
- Email photos in JPG format of the work in progress and completed pictures. (See Attachment A)

YOU WILL NOT RECEIVE PAYMENT WITHOUT IN PROGRESS AND COMPLETED PROJECT PHOTOS

S. ADDITIONAL TERMS AND CONDITIONS

Job Site Rules for all Projects shall be attached hereto, or included in the Scope of Work Exhibit, or may be later incorporated by written change order.

Conflicts of Interest. The Subcontractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN, State of Tennessee, and/or Federal Government as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor, or consultant to the Subcontractor in connection with any work contemplated or performed relative to this Subcontractor Agreement and any contract with Habitat Memphis. The Subcontractor acknowledges, understands, and agrees that this contract agreement shall be null and void if the Subcontractor is, or within the past six months has been, an employee of the State of Tennessee, Federal Government, or if the Subcontractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN, the State of Tennessee, or Federal Government.

Lobbying. The Subcontractor certifies, to the best of its knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining 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, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Subcontractor shall require that the language of this certification be included in documents for all sub-contracts 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. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier

Initial _____

to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering this transaction imposed by 31 U.S.C.1352.

Nondiscrimination/ Title VI. The Subcontractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the Subcontractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Subcontractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The Subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Records. The Subcontractor shall maintain documentation for all charges and items listed under this Subcontractor Agreement. The books, records, and documents of the Subcontractor and any approved Sub-subcontractor, insofar as they relate to work performed or money received under this Subcontractor Agreement and contracts, shall be maintained with applicable Tennessee law. In no case should the records be maintained for a period of less than five (5) full years from the date of the final payment. The Subcontractors' records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

Initial _____

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Equal Employment Opportunity. Subcontractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity, and the regulations issued pursuant thereto which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of a federally assisted construction contract. Subcontractor will cause this provision to be inserted in all Sub-subcontractor contracts/subcontracts for any work covered by this contract so that such provisions will be binding upon each contractor and Subcontractor, provided the foregoing provisions of this subparagraph shall not apply to contracts and subcontracts for standard commercial supplies and raw materials when said contract is less than Ten Thousand Dollars ($10,000).

Disabled Persons. Subcontractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990.

Employment of Illegal Immigrants. The Subcontractor hereby certifies that it will comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Subcontractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any Sub-subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event the Subcontractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this agreement may be canceled, terminated or suspended in whole or in part by the Contractor, and the Subcontractor may be prohibited from contracting to supply goods and/or services to the Contractor for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the Contractor.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Subcontractor shall comply 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, Subcontractor shall 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 1½ 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 shall 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

Initial _____

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Subcontractor shall comply with the following required provisions:

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Subcontractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job."

Initial _____

Drug Free Workplace. Subcontractor agrees that it will maintain a drug free workplace in accordance with the requirements of 24 CFR 21 and shall administer this program in adherence to HUD's policy for drug and alcohol-free facilities.

Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended. If the contract is in excess of $150,000, Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor and Subcontractor agree to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

Procurement of Recovered Materials (2 CFR 200.323). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, and the Contract is in excess of $10,000, Subcontractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Domestic Preferences for Procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the Subcontractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Boycott Of Israel. In connection with Tennessee Code Annotated Section 12-4-119, Subcontractor certifies that it is not currently engaged in nor will it engage in a boycott of Israel. For this purpose, a “boycott of Israel” shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. This provision is not applicable to contracts with a value less than $250,000 or to companies with less than 10 employees.

Build America, By America (BABA). Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Initial_____

Iran Divestment Act. Subcontractor certifies that to the best of its knowledge, it is not included on and for the duration of this Agreement, will not be included on the Iran Divestment Act list created pursuant to T.C.A. §12-12-106.

Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold ($250,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Licensure. The Subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall provide proof of insurance.

Debarment and Suspension. I certify that neither my company, nor I individually:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

B. are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines;

C. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against me (us) from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in this agreement; and

E. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I agree to provide immediate written notice to HFHGM (who will notify the State) if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its Subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-e.

Background Check Policy. Subcontractor is required to follow its company policy regarding background checks and will indemnify Habitat for Humanity of Greater Memphis on the Subcontractor's policy of insurance.

Initial_____

SIGNATURES

I have read, I understand, and I agree to all of the terms and conditions contained in the Agreement above, and I have full authority to enter into this Agreement, fully binding the party that I represent.

Company Name _____

Print Name _____

Signature _____ Date _____

Director of Construction, Habitat for Humanity of Greater Memphis

Print Name _____

Signature _____ Date _____

Attachment A

Project Photograph Requirements

(Inspections, In-Progress, Final Photos)

Photographs must be included as part of the invoicing procedure. The first photographs shall document the appearance and condition of the home and inspected items prior to work agreed upon in the Scope of Work (SOW) agreement. Subsequent in-progress reports shall document the appearance of the items listed in the SOW as the work is being completed. With the understanding that some items do not have a "moment in time where a photograph captures "in-progress", i.e. (a grab bar was not there and now a grab bar has been installed), it is expected that all affiliates, contractors and subcontractors will use due diligence in capturing necessary photos. If adequate in-progress pictures were never taken or there are not enough to support the work completed, a third-party inspector chosen by Habitat for Humanity of Greater Memphis (HFHGM) may request an item be opened back up for inspection purposes. The required in-progress photos generally required:

- During roof systems removal to include shingles, decking, rotten wood in rafters or cornice
- During roof systems replacement indicating the above-mentioned items have been remediated
- During removal of any exterior veneer capturing conditions behind the veneer
- During replacement of the above to show any conditions were remediated
- During removal of interior walls or ceilings capturing conditions behind the same
- During installation of new walls or ceilings showing remediation's were completed
- During floor covering or floor decking removal capturing conditions below
- During floor covering or decking replacement showing remediation's were completed

Quantity of pictures: Judgement should be exercised as to the quantity of photographs but must be enough to adequately support what work was completed. Large or complex projects will require more photographs to properly document the progress.

Company Name _____

Print Name _____

Signature _____ Date _____