



To: Potential Habitat Sub-Contractor

Thank you for your interest in being a sub-contractor with Habitat for Humanity of Goldsboro-Wayne. As you probably know, we are a 501c3 nonprofit builder – we hold the general contractor's license, one of our construction staff is the qualifier, and all total our staff has more than 50 years of construction experience – and we build our homes in partnership with the low- to moderate-income families who will be buying them. But while Habitat is a hand up and not a hand out, we do have a responsibility to our families to keep their mortgages as affordable as possible, and thus a responsibility to keep our costs as low as possible. In addition, we also have reporting requirements to many of our funders who want to see the process we go through to find sub-contractors and suppliers.

That is why every year we seek to bid out many of our trades and specialties, such as plumbing, electric, drywall, concrete, masonry, footers, roofing, etc. Our goal is to build our homes to the highest quality standard possible while also saving as much money as possible.

Enclosed you will find our bid packet for our next fiscal year. As it states, we will award bids based on price and ability to perform the work. We will plan to award a primary bid and a back-up secondary bid whenever possible. We often are on a tight schedule and so will use the secondary bidder if necessary to maintain that schedule. And while we realize that sometimes mid-year price increases are unavoidable, we also will reserve the right to use a secondary bidder if the primary's price increases by more than 10% during the year. Finally, we do give preference to companies that already have their own worker's comp insurance. But if you do not, we will take a 10% deduction from the labor costs in order to cover our increased insurance costs.

If you are interested, please have everything returned to our office (131 E. Walnut St., Goldsboro, 27530) by Friday, July 1, 2022. If you have any questions or concerns about this process, please just let me know. You can call me at 919-736-9592 x5 or email executive@habitatgoldsboro.org. We look forward to working with you.

In partnership,

A handwritten signature in black ink, appearing to read "Matthew Whittle".

Matthew Whittle

Executive Director

**"BUILDING FOUNDATIONS OF STRENGTH, STABILITY & SELF-RELIANCE
THROUGH AFFORDABLE SHELTER"**



INVITATION FOR CONSTRUCTION BIDS

Habitat for Humanity of Goldsboro-Wayne, Inc. (Habitat) is requesting bids from qualified, responsible bidders for the 2022-2023 fiscal year (July 1 – June 30) for plumbing, electrical, concrete, drywall, engineering, HVAC, flooring, building supplies as well as other services.

Habitat plans to build 6 homes during the stated period – all in Wayne County (5 in Goldsboro and 1 in Mount Olive). Our homes run between 3 to 5 bedroom and 2 to 2.5 bath. Our square footage ranges from 1,195 to 1,466 of heated space and 135 to 162 of unheated space. Work includes all permits (when applicable), labor, materials (some exceptions) and equipment, and inspections required for the stated homes. Contractors must be licensed (where applicable), and preference is given to those firms with worker's compensation insurance. Home building projects often are funded, in part, with federal funds through HUD grants. Qualified firms will be able to comply with Davis-Bacon and Related Acts and Federal Labor Standards. Small, minority, and women owned businesses are encouraged to submit bids in response to this bid invitation. Habitat is an Equal Opportunity Employer. All qualified bid proposals will receive equal consideration without regard to race, color, religion, sex, national origin, age, or disability.

Habitat seeks donations of materials and labor to allow us to build simple, decent, affordable homes for low- to moderate-income families. We appreciate your consideration of donating materials and/or labor or a portion of your work for this project. If this is your intent, please indicate if you are willing to donate labor and/or material, and the associated value as a part of your proposal. Donations are tax deductible and donation receipts can be provided at the end of each calendar year.

Your bid must include a completed Company Profile Form, a copy of General Liability Insurance/Workers Comp Insurance letter, and Comprehensive Subcontractor Agreement. The successful bidder must agree to conform to Habitat's tight build schedule. Deadline is 5:00 PM on Friday July 1, at the Habitat office located at 131 E. Walnut Street Goldsboro, NC 27530. Evaluation criteria include price/gift-in-kind, experience performing similar projects, time needed to perform work, references, and ability to offer a warranty of materials/ services performed.



Habitat may hold bids for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award. When possible, Habitat will award two bids per area (plumbing, electric, HVAC, etc). One will be the primary sub-contractor. The other will be our back-up if the primary becomes unable to perform the work, is unavailable within a reasonable amount of time of Habitat being ready to begin work on a particular project, or increases costs for a project without a reasonable warning, without a reasonable justification or beyond a reasonable amount.

We will be glad to arrange for you to see any of our homes currently under construction and meet with our licensed Contractor or other construction staff member to answer any questions you may have. If you have any questions, or would like to arrange a meeting, please contact Matt Whittle at executive@habitatgoldsboro.org or 919-736-9592

Habitat for Humanity of Goldsboro-Wayne Submission Materials



Company Profile Form

The following Information is required for any and all service providers, vendors, and suppliers doing business of any kind with Habitat for Humanity of Goldsboro-Wayne.

General Information

1. Company Name: _____
2. Business Type: ☐ Corp ☐ LLC ☐ Partnership ☐ S Corp ☐ Sole Proprietor ☐ Other (Describe) _____
3. Company Tax ID #/ Social Security # (Sole proprietor): _____
4. Is your company: a) Certified Minority Owned? ☐Y ☐N b) Certified Woman Owned? ☐Y ☐N
5. Contact Name: _____
6. Physical Address: _____
7. Billing Address: _____
8. Company Ph. #: _____ Alternative Ph. #: _____
9. Company Fax #: _____ Email: _____
11. Alternate Contact: _____ Alternative Contact Ph. #: _____
12. Alternate Contact Ph. # _____

Insurance & License Information

License Number _____ State Issued _____

Workers Compensation Policy Number _____ w/c Policy Term Dates _____ to _____

General Liability Policy Number _____ g/l Policy Term Dates _____ to _____

Insurance Agent Name and Telephone # _____

References (Contractors Only)

Please submit 1-3 professional references of projects in similar scope and size

1. Project Location _____
Contact Person _____ Telephone _____
Project Description _____

Total Project Cost _____ Completion Date _____

2. Project Location _____
Contact Person _____ Telephone _____
Project Description _____

Total Project Cost _____ Completion Date _____

3. Project Location _____
Contact Person _____ Telephone _____
Project Description _____

Total Project Cost _____ Completion Date _____

I attest that the information provided is correct and I give Habitat for Humanity permission to contact reference associated with the work I've listed.

x

Signature

Date



Bid Proposal

Check which area this bid proposal applies. Mark ALL that apply. Cost Estimates are separated below

Contractor: ☐ HVAC (materials & install – must be either System Vision or Energy Star certified or have the ability and willingness to do so immediately) ☐ PLUMBING (rough-in materials & labor) ☐ GRADING ☐ FOOTERS ☐ ROOFING ☐ CABINETRY ☐ ELECTRICAL (materials & install) ☐ MASONRY ☐ DRYWALL (hanging & finishing) ☐ CONCRETE FINISHING

Material Suppliers: ☐ Windows, ☐ Plumbing supplies ☐ Flooring (carpet & linoleum) ☐ Fill dirt & Topsoil (including delivery) ☐ Insulation, ☐ Lumber ☐ Gutters ☐ Vinyl ☐ Drywall ☐ Concrete ☐ Brick, ☐ Trusses, ☐ Shingles ☐ Cabinets (kitchen & bath) ☐ Lighting ☐ Plumbing fixtures (faucets, water heater, tubs, sinks, commodes) ☐ Doors ☐ Appliances (stove/refrigerator)

Miscellaneous: ☐ Termite Pre-treat ☐ Merchant processing, ☐ Group health insurance, ☐ T-shirt printing, ☐ Large truck repair, ☐ Environmental review, ☐ Nonprofit auditor, ☐ Payroll services

Suitability

1. Have you read all of the information provided in the Bidder's Packet and Subcontractor's/ Material Supplier Agreement? ☐Y ☐N
2. Are you able to adhere to the Habitat build schedule as outlined in the Agreement? ☐Y ☐N
3. Are you donating a portion of your materials, labor, or equipment? (If so, clearly itemize below) ☐Y ☐N
4. Do you understand that Habitat for Humanity of Goldsboro-Wayne is currently accepting only fixed, firm pricing throughout the duration of the contract period (7/1/22 - 6/30/23)? ☐Y ☐N
5. Have you read and understood the warranty requirements for Subcontractors and Material Suppliers? ☐Y ☐N

Bid Proposal

All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.

CONTRACTOR SERVICES: All items must be itemized (materials, labor, permits, delivery, and any other miscellaneous expenses must be on a separate line item.) Also, if prices vary based upon number of bedroom/ bathrooms, square footage, or other factors, please include prices on a separate line and make comments under applicable notes.

ITEM DESCRIPTION	UNIT PRICE	UNIT	DISCOUNT	TOTAL	ADDITIONAL NOTES
Example: Plumbing labor - 3 bedroom	\$700	per home	15%	\$595	Addl cost for ADA fixtures TBD
SUBTOTAL BASE BID AMOUNT (HABITAT'S USE ONLY)				\$ _____	

MATERIAL SUPPLIERS & MISCELLANEOUS: All items must be itemized (parts, equipment, delivery, and any other miscellaneous expenses must be on a separate line item.) Also, if prices vary based upon any variable factors, please include prices on a separate line.

ITEM DESCRIPTION	UNIT PRICE	UNIT	DISCOUNT	TOTAL	ADDITIONAL NOTES
Ex: T-shirt printing (colored Glidden shirt, one color print, two sides)	\$4.50	Per shirt	N/A	\$4.50	Small- 2XL only
SUBTOTAL BASE BID AMOUNT (HABITAT'S USE ONLY)				\$ _____	

Additional sheets may be attached if necessary

Bid Proposal Acknowledgement

The bid I've submitted is inclusive of all labor, materials, permits, transportation, supervision, delivery, insurance, and warranty including any unforeseen circumstances beyond the control of Habitat for Humanity of Goldsboro-Wayne. Bid proposals include all applicable charges, fixed and firm, and will not be modified during the entire duration of the Contract period, July 1, 2022 - June 30, 2023, unless agreed to by both parties due to circumstances unforeseen at this time.

x

Signature

Date

Subcontractor Agreement (CONTRACTORS ONLY)

I. PARTIES:

This agreement dated _____ by and between:

Habitat for Humanity of Goldsboro-Wayne
131 E. Walnut Street
Goldsboro, NC 27530



Herein referred to as "Contractor"

AND

(Company/ Individual Name)
(Address)

Herein 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 is an independent contractor and not an agent or employee of the Contractor. Subcontractor's business is a: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation
Subcontractor's Federal Tax I.D.# or S.S.#: _____

II. TERM: This agreement shall remain in effect from July 1, 2022 to June 30, 2023 at 12 o'clock midnight.

Subcontractors shall be eligible to supply materials/ perform contractor services for those jobs that have been initiated prior to the end term of June 30, 2022. Habitat for Humanity, with the consent of the Supplier, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.

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

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

IV. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT

The Scope of Work, specific description of the work, subcontract amounts, project schedule and draw schedule for each project under this agreement have been provided to Subcontractors in the Bidder's Packet and during onsite open houses. Subcontractor understands the full scope of the work expected during the contract period at the time of signing this Subcontractor's Agreement. Subcontractor warrants that he has been furnished all Contract Documents referred to above and has thoroughly familiarized himself with all Contract Documents and the existing site conditions.

V. GENERAL CONDITIONS FOR THE SUBCONTRACT AGREEMENT ABOVE

A. EXCLUSIONS FROM SUBCONTRACTOR'S SCOPE OF WORK: Labor and materials for work on projects that are not included by Subcontractor shall be clearly outlined in the Bid Proposal. Bid proposals must include all applicable charges, fixed and firm, but can be a single bid, keeping in mind that Habitat does build 3, 4, and 5 bedroom homes. The bid cannot be modified during the duration of the Contract period without agreement by both sides. If unforeseen circumstances requiring modification occur, Subcontractors must alert Habitat about the circumstances and their impact. Habitat then reserves the right to use another subcontractor if the new cost exceeds 10% of the original proposal.

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

- Habitat for Humanity of Goldsboro-Wayne Bidder's Packet, and with regard to each project:
- This Subcontractor's Agreement
- Company Profile Form
- Bid Proposal

C. PERMITS, INSPECTIONS AND CODE VIOLATIONS: It is the Subcontractor's responsibility to obtain all permits and inspection for his work. Subcontractor is required to walk through Contractor's Project site to determine the location and best application of project products. Subcontractor warrants that he has thoroughly included in his proposal all relevant labor and materials for a complete install and approved permits. Habitat will make an effort to coordinate the inspection dates and the Subcontractor's inspections for the purpose of having a Habitat representative on site for inspections. Construction Manager gives first inspection of Subcontractor's work.

If Subcontractor's inspection is not passed or approved by city/county it will be Subcontractor's responsibility to assign his own personnel to be at the project site during the re-inspection, to include waiting for inspector to arrive. *Any item not passing inspection, must be resolved and re-inspected as quickly as reasonably possible. Payment for Contractor services will not be rendered until the applicable inspections have been passed.* If Subcontractor fails to correct an issue for violation or inspection of any kind, Contractor reserves the right to hire another Subcontractor to complete the work and withhold payment from original Subcontractor.

Subcontractor agrees to assume responsibility for compliance with all applicable federal, state, and local laws with regard to health, safety and accident prevention and rules, regulations and standards promulgated there under relating to the work to be performed by Subcontractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to Habitat for Humanity, he shall bear all costs arising there from. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, Advanced Energy, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

Subcontractor agrees to indemnify, hold harmless and defend Contractor 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 the aforesaid laws, rules, regulations and standards in any forum relating to the performance of the Subcontractor on any project or regarding this Contract.

Payment for Contractor services will not be rendered until the applicable inspections have been passed.

D. WORK COMMENCEMENT AND COMPLETION TIME: TIME IS OF THE ESSENCE in all aspects of Subcontractor's performance. Habitat maintains a very tight build schedule to accommodate groups and volunteers. Subcontractor shall perform, to the best of his abilities, his work in accordance with the schedule of Habitat and in a timeframe agreed upon at the start of each engagement. If Subcontractor is not able to initiate/ complete work within a reasonable timeframe, Contractor reserves the right to use another Subcontractor for the specified project or for the duration of the Contract period. If work has been initiated but not completed in a timely manner, Contractor reserves the right to pay Contractor for work completed and hire another Subcontractor to complete the work.

E. CHANGES IN THE WORK: Inspect the existing conditions before you start work. Alert the Contractor's staff (Construction Manager/ Office Administrator) to any problems with the work site you are working, including defective or missing materials. Unless defects are pointed out prior to beginning work, you will be responsible for the cost of any rework necessary to correct defects. Habitat Construction staff must be alerted to any delay. Once the site is deemed suitable for work by the Habitat Construction staff, work must be initiated within a reasonable amount of time agreed upon between Habitat and the subcontractor.

F. CLEANUP: Subcontractor will continuously clean up its work areas, and keep them in a safe, sanitary condition, and remove all of its debris on a periodic basis. End of day the areas are to be broom swept and without any debris.

G. BACK CHARGES AND PROTECTION OF THE WORK: Contractor has the right to deduct from progress payments due to Subcontractor the cost of repairing damage caused by Subcontractor, the cost of any waste of materials, or the cost of repairing/replacing Subcontractor's defective work if Subcontractor fails to take significant steps toward correcting this damage or waste or non-conforming or defective work within two (2) days after receiving notice from Contractor. 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 (\$50 for each offense):

- Use of alcohol, illegal drugs, or weapons, or hunting
- Smoking from project curbs on or throughout property lines.
- Use of profanity or insulting language
- Not cleaning up work area
- Excessive waste of materials

Contractor has the right at its discretion to halt and or terminate Subcontractor from the job site while allocations of violations are being reviewed. Not leaving area locked up and or Subcontractor enters without authorized reason into Homeowners living quarters that are not job site related could result in immediate termination of Subcontractors contract.

H. WARRANTY: The Subcontractor warrants to Habitat for Humanity of Goldsboro-Wayne that materials and equipment furnished under the contract will be of good quality, free from defects, deficiencies and problems and conform to the City of Goldsboro Inspections Department, Advanced Energy, and Habitat for Humanity guidelines. Work not conforming to these requirements including substitutions not properly approved and authorized, shall be considered defective.

At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that fail to function properly for a period of one year after title transfer to the Habitat Homeowner (typically within 30 of certificate of occupancy) 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. If Subcontractor fails or is unable to perform work covered under warranty in a reasonable amount of time (typically within 10 business days of notification), Contractor may hire another qualified Subcontractor and charge the Subcontractor for repairs.

I. PAYMENT: Subcontractors are paid based upon providing job completion. This is unique to each service rendered. The Habitat Construction Manager or representative determines when a job has been completed and will notify the Habitat office. Original invoices including the date, job location, Subcontractor information, and description of services rendered must be submitted to the Habitat Administrative offices (131 E. Walnut Street Goldsboro, NC 27530 Fax: 919-736-9909). Unless otherwise indicated, invoices are typically paid two weeks (net 15) of receipt provided they are received by Wednesday of each week and the job has been completed and passed any applicable inspections. Most jobs are paid only upon completion and passing of applicable inspections.

Some work is completed at 50% and 100% (Consult the chart below for payment schedules).

HVAC (materials & install) ✱✧	Graing & clearing	Msonry labor ✱	Insulation ✱
Plumbing labor ✱✧	Footers ✱	Sheetrock labor	
Flooring labor	Electrical (materials & install) ✱✧	Concrete layer	

✱ Passage of inspections required before partial/ full payment is released (Habitat, City/ County, Advanced Energy, etc.)

✧ 50% of invoice payable at half-way point (i.e. rough in), and remaining 50% payable at completion assuming all inspections have been passed and walk-thru conducted.

VI. LAWS, REGULATIONS, AND SAFETY: Subcontractor and 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, 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.

VII. SUBCONTRACTOR'S INSURANCE: Habitat requires both Subcontractor and its Subcontractors to carry worker's compensation for their principals personally, Employees, and Agents for the entire term of the working relationship. Before commencing work on the project, Subcontractor and its Subcontractors of every tier will supply to Contractor duly issued Certificates of Insurance, naming Contractor as a certificate holder, showing in force insurance for worker's compensation insurance. If a policy renews mid-year, Subcontractor is responsible for providing the updated certificate to Habitat.

Subcontractor must furnish the insurance binder referred to above as an express condition precedent to the Contractor's duty to make any progress payments to Subcontractor pursuant to this Agreement. Neither Contractor's nor Owner's insurance shall be called on to contribute to a loss caused in whole or part by the negligence of Subcontractor. Should Subcontractor not carry worker's compensation insurance coverage to protect its principals from work-related injuries, it shall fully release and shall hold harmless, indemnify and defend Contractor and Owner from any injuries that may occur to the Subcontractor and/ or its principals 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 his employees according to the provisions of this Agreement and all applicable state and federal laws.

Subcontractor, its Agents, Employees and its Subcontractors fully release, and shall hold harmless, indemnify and defend Contractor from any injuries that may occur to the Subcontractor, its Agents, Employees and its 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 his employees according to the provisions of this Agreement and all applicable state and federal laws.

In consideration of the mutual promises contained herein, the parties agree as follows: If Subcontractor does not have worker's compensation coverage Contractor will deduct 10% of all Subcontractor labor fees.

VIII. 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 and Owner 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 his 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.

IX. 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 he may have, give a 72-hour Notice to Subcontractor to cure his default. If Subcontractor does not cure his 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.


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

XI. DISPUTE RESOLUTION AND ATTORNEY'S FEES: Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the Small Claims Court) Upon written notice of either party, 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.

XII. 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.

XII. ADDITIONAL TERMS AND CONDITIONS: For each Contractor area, and Material Supplier, (1) Primary Award and (1) Back-up Bidder will be notified. Back-up Bidder will be asked to sign all documents, including fixed pricing at the time of bid submission in the event that the Primary Bidder Awardee is not able or is unwilling to fulfill items outlined in the Bidder's Packet/ Subcontractor's Agreement.

I have read, I understand, and I agree to all of the terms and conditions contained in the Agreement above including expectations, warranty, fixed pricing, insurance, and payment terms. No other agreements other than those listed in this Contract have been made. I have full authority to enter into this Agreement, fully binding the party that I represent. I fully understand that failure to adhere to any of the items outlined in this Subcontractor Agreement will null and void the Agreement and my Contract may be awarded to another Subcontractor.

SUBCONTRACTOR'S SIGNATURE  _____ **DATE** _____

HABITAT REPRESENTATIVE SIGNATURE _____ **DATE** _____