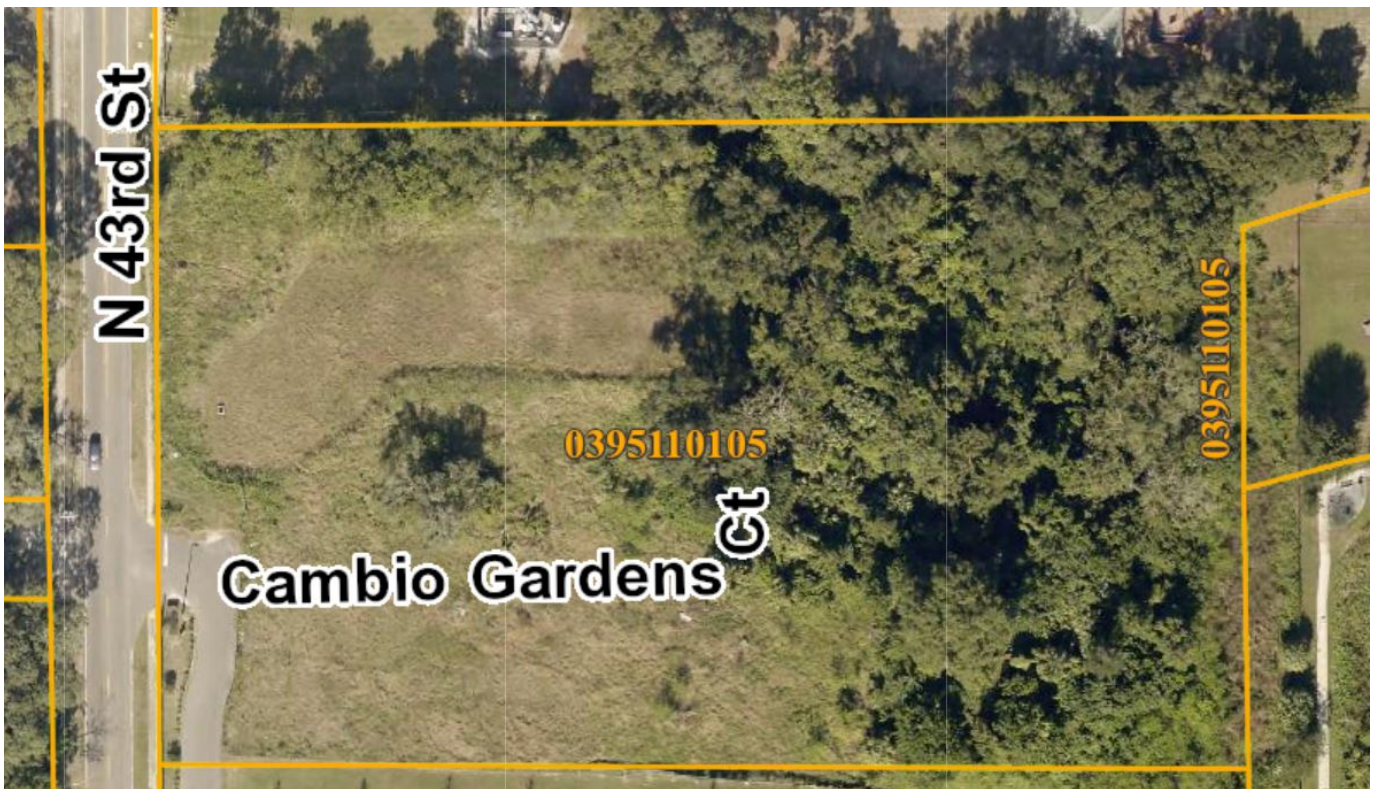




**REQUEST PROPOSAL FOR
GENERAL CONTRACTING SERVICES**

**For Underground development and road construction for 24 Townhomes homes
to be built at 4463, 4481, 4421, and 4439 Cambio Gardens Ct Tampa, Fl 33610.**



I. GENERAL

A. Introduction

The Corporation to Develop Communities of Tampa, Inc has been instrumental in the economic and social growth of the area. As a long-time affordable housing developer CDC has been able to expand its business model from social service programs to providing single family affordable housing and growing to now developing multi-family affordable housing and commercial projects.

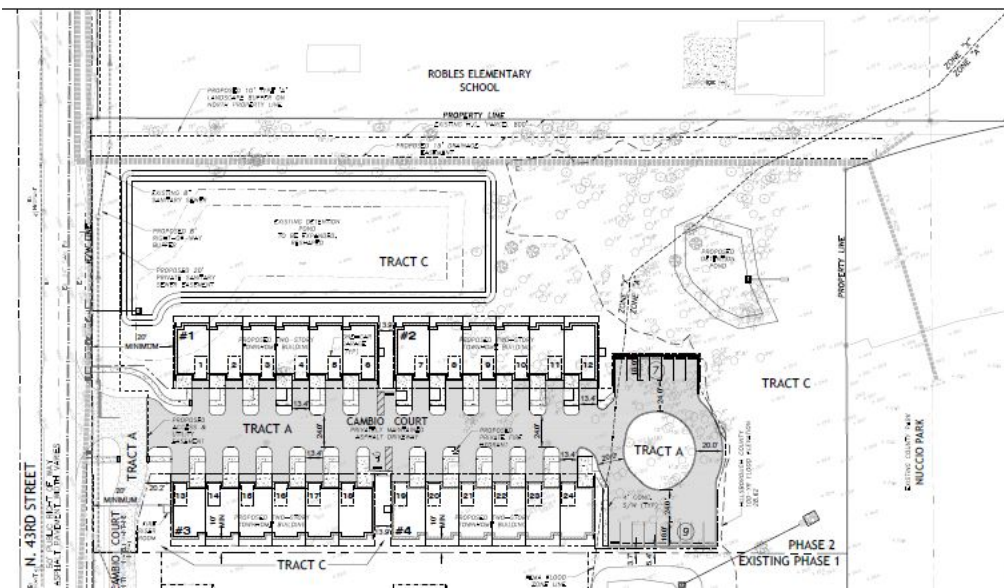
The Corporation to Develop Communities of Tampa, Inc. (hereinafter referred to as “CDC”) is soliciting proposals from Contractors (hereinafter referred to as “Bidder”) for the: Underground development and road construction for 24 Townhomes homes to be built at 4463, 4481, 4421, and 4439 Cambio Gardens Ct Tampa, FL 33610.

This project, will be federally funded, in part or whole through the Hillsborough County, Affordable Housing Services, with HOME funds and as such, bidder must comply with Presidential Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local laws, regulations, and ordinances. **Davis Bacon and Section 3 requirements will apply.** All bidders must adhere to 2 CFR 200.317 - 2 CFR 200.326 and 2 CFR Part 25 (SAM) Unique Identifier and System for Award Management.

B. Property Description

The property is located at 4410 Cambio Ct and will be built into 24 Townhomes.





C. Pre-Proposal Meeting and Bid Documents

A mandatory Bid conference will be held in person at the CDC offices located at 1907 E. Hillsborough Ave Tampa, FL 33610 on **September 7, 2023 at 10:00 a.m. (EST)**. An overview of the project with staff and civil engineer will take place. All CDC COVID-19 recommendations shall be in full effect for attendance.

For questions, please contact Will Crawford at will.crawford@cdcoftampa.org by **4:00 PM EST Thursday, September 14, 2023**. All responses will be answered by **4:00 PM EST on Friday, September 15, 2023**.

The purpose of the Bid conference is to give potential Bidder an opportunity to view the project, ask questions and to obtain clarification about any aspect of this Request for Proposal. Attendance at the Bid conference is mandatory and is a prerequisite to submitting a proposal.

The complete RFP documents can be requested by emailing Will Crawford at will.crawford@cdcoftampa.org.

D. Due Date

Sealed Bids need to be submitted by **4:00 PM EST on Monday October 9, 2023**. Bids and attachments shall be made attention to CDC of Tampa and submitted in sealed envelopes marked "Bids for Gardens at Diana Point". Each bid must be completed and submitted in accordance with the instructions to Bidders.

All Bidders will be notified of the results of the review on or before Thursday October 12, 2023.



E. Addendum

In the event this RFP is amended, Bidder shall acknowledge receipt of any Addendum to this RFP by signing and returning the Addendum with their proposal. Failure to acknowledge receipt of any Addendum will result in the rejection of Bidder's proposal.

F. Minimum Qualifications

1. The successful Bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds for One Hundred Percent (100%) of the Contract value. In the event of a change order increasing the contract the bond will also be required to be increased. The successful Bidder will have 10 days from notification to provide the Bond.

The CDC reserves the right to reject any or all general bids, if it be in the public interest to do so, and to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified or that less than three such bids were received and that the prices are not reasonable for acceptance.

2. CDC is committed to providing Minority Business Enterprises (M/WBE) an opportunity to compete and encourages all M/WBE firms to respond to this RFP directly or through subcontracting opportunities. CDC promotes the use of MBE firms in all its procurement opportunities and encourages all vendors to subcontract with organizations with an M/WBE designations.

G. Selection

CDC's selection committee will review the Bidder' proposals.

No Bidder may alter their proposal after submission.

Failure to provide all required documentation with packet submission may be deemed an incomplete submission and subject to disqualification.

Selection Criteria: Proposals will be evaluated based on a set of minimum qualifications including valid and proper licensing; insurance and bonding capacity; general experience and management of similar residential renovations; contractor pricing. Price proposals should include detailed construction cost estimates.

H. Proposal Submissions

1. The Proposal must be organized as follows:

Cover Letter

The cover letter should include the Bidder's name, name and telephone number of the



person authorized to make representation on behalf of the Bidder, RFP number and the project name.

Minimum Qualifications:

Tab 1: Licenses

Provide copies of the valid licenses that permit you to conduct business and perform the described scope of work within the State of Florida

Tab 2: Insurance

Provide a copy of your Certificate of Insurance confirming that your company's insurance coverage meets or exceeds the standard requirements list the CDC an additional insured if/upon award of contract.

The following insurance requirements and limits of liability are required:

- Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:
 - Employer's Liability \$500,000.00/\$500,000.00/\$100,000.00
- Commercial General Liability Insurance:
 - \$1,000,000.00 | \$2,000,000.00/\$1,000,000.00
- Automobile Liability Insurance coverage:
 - \$1,000,000.00

Tab 3: Bonding Agent Letter

Provide a statement from your bonding company that reflects that your current individual and aggregate Payment and Performance bonding capacity meets this minimum requirement of the Property/Properties for which you are submitting:

Property Name	Minimum Bonding Capacity
Gardens at Diana Point	\$ 2,000,000 or the bid amount if lower

Tab 4: Signed Addenda (if applicable)

Bidder shall acknowledge receipt of any Addenda to this RFP by signing and returning the Addendum with their submittals. Failure to acknowledge receipt of any addendum may result in the rejection of the submittals.

Scoring Criteria & Additional Submission Requirements (Bidder will be awarded up-to 100-Points Total)

CDC's Evaluation Committee will review the Bidder' qualifications. Based on these criteria, the committee will choose those Bidder deemed "qualified" for the individual projects. In addition to the minimum qualification requirements, each Bidder must submit the following:

Tab 5: AIA A305 – Contractor's Qualification Statement

Provide a completed copy of this document.

(25-Points) General Experience: Bidder's references shall demonstrate successful experience with the following:

- a. Contractor must demonstrate experience with the permitting, code compliance and inspection process that pertains to the scope of work noted in this RFP.



- b. Contractor must demonstrate experience with major systems upgrades and utility/permitting coordination to include: electrical, plumbing, mechanical, life safety and monitoring systems.
- c. Contractor must demonstrate experience with undertaking and completing multi-family renovations similar to the proposed project
- d. Experience involving affordable housing financing programs including, but not limited to Low Income Housing Tax Credits, HUD financing, and Related Acts is required for maximum points.

Tab 6: Management and Operations

(15-Points) Management and Operations: Provide a brief narrative description of the following management and operation procedures:

- a. Staffing assignments, roles and responsibilities
- b. Scheduling for project completion to include subcontractors, inspections, punch list and close-out
- c. Communication / Owner update methods and frequency
- d. Quality Assurance / Quality Controls / Owner approvals
- e. Safety Protocol/Tenant Quality of Life
- f. Prior experience approaches to project and delivery schedules, to include currently used technology and software

Tab 7: Pricing

(50-Points) Pricing: Price proposals should include detailed construction cost estimates for every aspect of the project. CDC reserves the right to purchase/provide the construction materials, per contractor take off.

Tab 8: Minority Participation

(10-Points) MBE Contractors: Proposers are encouraged to include minority subcontractors and suppliers. Bidder subcontracting 26-35% will receive 5 points, and Bidder subcontracting 35.1% or above will receive 10 points. However, in the event the Contractor is a certified MBE firm and subcontracts above 35%, Bidder will receive an additional 10 bonus points.

SCOPE OF WORK

A. General Scope of Work

- II. CDC (hereinafter "Owner") seeks to enter into a contract with a Licensed General Contractor (hereinafter "Contractor") to perform underground development and road construction for 24 Townhomes homes to be built at 4463, 4481, 4421, and 4439 Cambio Gardens Ct Tampa, FL 33610. The improvements will include the following:

- Construction/installation of all storm water and sewer connections
- Construction of all roads, curbs, sidewalks, and parking spaces
- Installation of underground utilities(electrical, fiberoptic, etc.)

Before commencement of any work, the selected Contractor must furnish CDC with performance bond approval documents and certificates for any required insurance at no additional cost to CDC.

The General Contractor shall provide all labor, materials, equipment, transportation, and permits necessary to perform the work as set forth in the Request for Proposal, Scope of Work, and Construction Bid Documents. Proposals should include detailed construction cost estimates. CDC reserves the right to purchase/provide the construction materials, per contractor take off.

Upon issuance of the Notice to Proceed and before commencing work, the Contractor shall visit the site to verify field conditions. Should variations arise between the field conditions and the construction documents, the Contractor must notify the Contract Administrator, in writing, of any discrepancies immediately.

1. Any changes or additional work shall require a change order signed by CDC. Any changes or additional work done without the prior written consent of the Contract Administrator shall be at the Contractors' risk.
2. CDC reserves the right to add to or delete any work specified in this contract.
3. The Contractor shall coordinate all work with the Contract Administrator.

B. General Requirements

1. Code Compliance and Inspections

The Contractor(s) shall ensure that all work is performed in accordance with State and local codes that apply to Contractor's Scope of Work. Any work not in accordance with codes shall be corrected by the Contractor at no additional cost to CDC.

The Contractor shall schedule all necessary inspections required by State and local codes, with the appropriate code enforcement staff and notify the CDC Construction Manager of inspection results in writing within seventy-two (72) hours of receiving such reports.

Contract Documents

The parties shall utilize AIA Construction Contract forms and General Conditions with supplemental conditions applicable to CDC projects. CDC intends to use the following amended **AIA Contract Documents**: A101-2007 and A201-2007) General Conditions of the Contract for Construction.

- a. The Contract Documents include:
 - i. This RFP in its entirety;



- ii. Drawings and Specifications
- iii. AIA 101-2007 Contract Forms as amended by CDC
- iv. Insurance Requirements
- v. **A201–2007** *General Conditions of the Contract for Construction*.
- vi. AIA Forms G702 and G703 Pay Application

Permits

- b. General Contractor is responsible for assuring that all necessary trade permits are obtained (as applicable) for work requested by the Contract Administrator or authorized CDC representative. The cost of trade permits shall be included in the Contractor's proposal. CDC shall provide the building permit only.
4. General Contractor is responsible for proper posting of all permits on the project sites per local municipality requirements. Copies of all permits will be provided to the CDC Construction Manager prior to beginning any work. Renovation Requirements
- a. The staging area(s) will be discussed and approved between the Construction Manager and the General Contractor.
 - b. Work can be performed on Saturdays only with written permission from the Project Manager.
 - c. Except in the case of an emergency, no work will be performed on Sundays or Holidays.
 - d. General Contractor shall be required to attend pre/construction meetings, as directed by Owner, to discuss construction operations with Owner and property management. General Contractor shall provide a detailed schedule for each apartment to Owner and property management.
 - e. Contractor shall provide for personnel identification of all staff to ensure Owner and property management are aware of construction staff.
 - f. Any discrepancies or suspected errors in the specifications shall be immediately brought to the attention of the CDC Construction Manager.
 - j. It is the Contractor's responsibility to verify all field conditions, dimensions, etc. and notify the CDC Construction Manager of any problems or discrepancies prior to scheduling the work and ordering materials. The Contractor is responsible for any costs arising from materials they acquire that are unsuitable for use or do not fit due to discrepancies in field conditions. All work is to be performed under in compliance with OSHA, EPA and local Florida building code and local municipal building requirements.
 - k. The General Contractor will be responsible for assuring that all trade permits and specialized permits are obtained by the respective subcontractors. The cost of trade permits is included as part of the scope of work.

- l. All accidents (either bodily injury or damage to the property) must be reported to CDC immediately.
- m. Contractor must provide 24-hour emergency contact information.
- n. Contractor shall provide for temporary safety barricades while exterior is under construction. Safety signage should be included.
- o. Adjacent buildings will be occupied during construction and children, elderly, and/or disabled residents may be present during the project in common areas and areas adjacent to construction. The health and safety of the residents is of the highest priority during the construction of this project. The Contractor is responsible for providing and maintaining protections and limiting access to areas where construction is in progress, construction materials are stored, or other hazards may exist.

5. Warranty

All work shall be performed in a professional and safe manner according to OSHA safety standards as well as all manufacturers' specifications.

- a. Upon completion of work, Contractor shall provide copies of all manufacturer warranties and operating manuals on materials and equipment to the CDC Contract Administrator on a per-unit basis. In addition to the manufacturer's warranty, the Contractor shall provide a one (1)-year warranty on all work performed. At turnover of each unit to CDC, the Contractor shall provide serial number list of all major equipment such as HVAC units, HWH's etc., and shall register all manufacturer's warranties with the manufacturer.
- b. All materials shall be new, as per specifications, and are to be installed according to the manufacturers' instructions.
- c. In the event any work performed under the Contract does not meet manufacturer's installation guidelines and specifications, the Contractor shall be notified in writing of the deficiency. Corrective action shall commence within 24 hours of notification for all work found unacceptable to CDC's designated representative by the Contractor at no additional cost to CDC. In the event corrective action is not taken in a timely manner, as determined by the Contract Administrator or authorized CDC representative, CDC reserves the right to terminate the Contract or any portions thereof.
- d. All work found unacceptable to CDC's representative (Project Manager, and/or Construction Manager shall be corrected at no additional cost to CDC.

8. Emergency Contact

Prior to the commencement of work, the Contractor shall provide the CDC Project Manager

and Construction Manager with twenty-four (24) hour emergency contact names and telephone numbers for two (2) individuals.

9. Change Orders

- a. Any request for changes to the Scope of Work after contract is awarded must be made in writing to CDC's VP of Real Estate Development in the form of a Proposed Change Order. This includes any work that would increase or decrease the cost of the work, any additions or subtractions to the quantity of materials of work, the scope and specifications of the work, or any change that would affect the completion date of the contract. Any changes made without a signed change order from CDC will be at the sole risk of the Contractor and will be done at no additional cost to CDC.
- b. All proposed change orders require full and complete documentation of all of the Contractor's direct costs or credits related to the change in the scope of work. Documentation must include itemized subcontractor proposals, materials price quotations, and any other costs or credits related to the change in cost. The general Contractor may mark up their direct costs by an amount not to exceed a total of 15% for overhead and profit combined.
- c. All items or hidden damage discovered that may necessitate a Change Order Request from the Contractor must be documented by photographs and accompanied by detailed descriptions.

10. Project Requirements

Upon submitting their proposal, the Bidder warrants that it has visited the job site and familiarized itself with the work plans and specifications (Construction Bid Documents) as may apply to this Contract.

11. Contract Term

1. The time to complete this work shall be nine (9) months from the date of the Notice to Proceed.
2. After the contract has been signed by CDC and the Contractor, the Contractor shall, within fourteen (14) days, hold a pre-construction meeting with the CDC staff and the property management team and shall provide a preliminary schedule of work showing the various phases and portions of the work. This schedule shall include an outline of the work, scheduled start and completion dates, and shall be in accordance with the requirements in the Contract Documents.

12. Other Contract Terms

1. Electricity and water are currently available on the property and will be provided. Contractor is responsible for temporary toilet and trash removal including construction material.
2. 5% retainage will be held for all pay applications until 60 calendar days after completion

and acceptance of all work.

14. Liquidated Damages

Failure to complete the work as specified in the contract may result in Liquidated Damages in the amount of One Hundred Dollars (\$100.00) per unit per calendar day for each day that the work remains incomplete after the contract completion date until such time as Substantial Completion of the contract is achieved.

15. Construction Administration

The designated Project Manager is Will Crawford He can be reached at 407-244-6248 or by email at will.crawford@cdcoftampa.org.

SCOPE OF WORK:

1. Contractor shall perform the scope of work generally described as:

: Underground development and road construction for 24 Townhomes homes to be built at 4463, 4481, 4421, and 4439 Cambio Gardens Ct Tampa, Fl 33610. The improvements will include the following:

- Construction/installation of all storm water and sewer connections
- Construction of all roads, curbs, sidewalks, and parking spaces
- Installation of underground utilities(electrical, fiberoptic, etc.)

Exhibits

Exhibit A	Submission Checklist
Exhibit B	<i>A305 -Contractor's Qualification</i>
Exhibit C	Bid Form
Exhibit D	Property Information
Exhibit E	Inspection Report
Exhibit F	Environmental Review
Exhibit G	Sample AIA Contract
Exhibit H	Payment format G702-G703

Exhibit A

Submission Checklist

Submission Checklist

The Proposal must be organized as follows:

____ ***Cover Letter (include Submission Checklist)***

____ ***Tab 1: Licenses***

____ ***Tab 2: Insurance***

____ ***Tab 3: Bonding Agent Letter***

____ ***Tab 4: Signed Addenda (if applicable)***

____ ***Tab 5: AIA A305 – Contractor’s Qualification Statement & General***

____ ***Tab 6: Management and Operations***

____ ***Tab 7: Pricing – Bid Forms***

____ ***Tab 8: Minority Participation***

CERTIFICATION

I certify that the information contained in this proposal is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that I am authorized to submit this proposal.

Signature

Name

Title

Date



Exhibit B

A305 - Contractor's Qualification

Document A305

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: [REDACTED]
§ 1.3.6 Treasurer's name: [REDACTED]

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: [REDACTED]
§ 1.4.2 Type of partnership (if applicable): [REDACTED]
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: [REDACTED]
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this [] day of [] []

Name of Organization: []

By: []

Title: []

§ 6.2

M [] being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this [] day of [] 20 []

Notary Public: []

My Commission Expires: []

Exhibit C

Bid Form

Exhibit D

Property Information

Exhibit E

Inspection Report

Exhibit G

Sample AIA Contract

DRAFT AIA[®] Document A105[™] - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Corporation to Develop Communities of Tampa, Inc., a Florida non-profit corporation.
»« »
«1907 E. Hillsborough Ave. »
«Tampa, FL 33610 »
«813-231-4362; Fax 813-231-4680 »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«CDCT Scattered Site 2022»
« »
«Master Agreement for construction of one or more residences on scattered sites, each as directed in writing from Owner to Contractor (each such residence being a "Residence").»

The Architect:
(Name, legal status, address and other information)

«As set forth in Exhibit A. »« »
« »
« »
« »

The Owner and Contractor agree as follows.

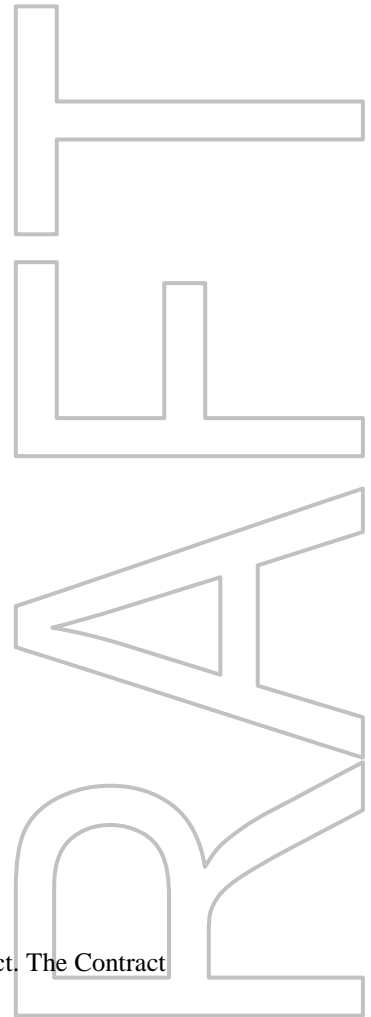
ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 3 CONTRACT SUM
- 4 PAYMENTS
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- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS



ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date
As set forth in Exhibit A for each Residence		

Specifications:

Section	Title	Pages
N/A		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
N/A		

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

«As set forth in a written Notice to Proceed from Owner to Contractor and as set forth in Exhibit A for each Residence.»

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work as set forth in Exhibit A.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«As set forth for each Residence in an Exhibit A attached hereto and made a part hereof » « »

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
As set forth in Schedule of Values sheet attached hereto as part of an Exhibit A and made a part hereof for each Residence.	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
None	N/A

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None	N/A	N/A

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

«Applications for Payment shall be submitted on AIA Forms G-702-1992 and G703-1992 and shall be made in accordance with Articles 12 and 17 using the applicable Exhibit A Schedule A for each Residence and are subject to Owner's and Owner's Construction Lender's inspection and approval. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

«5 » % «per annum »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «one million Dollars » (\$ «1,000,000 ») each occurrence, «two million Dollars » (\$ «2,000,000 ») general aggregate, and «one million Dollars » (\$ «1,000,000 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «three hundred thousand Dollars » (\$ «300,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
None	N/A

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and Owner shall pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. No payments will be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) approve Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) approve Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor Owner's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has approved Payment as set forth in Section 12.3, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion of each Residence is achieved upon delivery by Contractor of a final and unconditional Certificate of Occupancy for such Residence to Owner.

§ 12.5.2 When the Contractor believes that the Work is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly notify the Contractor.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. Recognizing that each Residence will be sold by Owner to a home-owner, the rights to the balance of this one year period are and shall be transferred to the ultimate home-owner, who shall have all rights of the Owner hereunder.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

«TEMPORARILY IN SEPARATE WORD DOCUMENT »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

«Corporation to Develop Communities of Tampa, Inc., a Florida non-profit corporation. »« »

By: _____
Its: _____

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:
JURISDICTION:



Exhibit H

G702-G703

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>187,534.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>187,534.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>0.00</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u></u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>0.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>0.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>187,534.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE) 10%
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD					
2	PERMITS SERVICES/FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
3	HOMESITE CLEAR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
4	FOUNDATION LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
5	FOUNDATION STEEL MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
6	PLUMBING ROUGH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
8	SLAB CONCRETE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
10	LINTELS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
13	WALL BLOCK LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
14	WALL BLOCK MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
18	ROOF TRUSSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
19	LUMBER PACKAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
21	FRAME LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
23	INSTALL WINDOWS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
24	GARAGE DOOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
25	INSTALL EXTERIOR DOORS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
27	HVAC ROUGH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
29	ELECTRICAL ROUGH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
30	ROOFING MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
31	ROOFING LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
32	DRYWALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
36	TERMITE TREATMENT/BORACARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
37	SOFFIT/FASCIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
38	STUCCO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
39	INSULATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
41	EXTERIOR TRIM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
44	PAINT EXTERIOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
47	FLOORING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
48	STORM SHUTTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
49	CUT DRIVEWAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
50	INTERIOR DOORS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
51	INTERIOR TRIM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
53	APPLIANCE PACKAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
54	WATER HEATER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
58	CABINET INSTALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
59	PAINT INTERIOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
60	PAVERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
61	FINISH GRADE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
62	IRRIGATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
63	WALLS TILES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
64	HVAC FINAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
65	LANDSCAPE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
67	ELECTRICAL FINAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
69	MIRRORS/SHELVING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
70	PLUMBING FINAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
73	CARPET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
75	INTERIOR DOOR HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
76	TRIM PAINT FINAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
77	FINAL CLEAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
78		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
79		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
80		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00

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