

CONTRACT

THIS CONTRACT, is dated as of the ____ day of _____, 2024 (the "Effective Date of the Contract"), by and between **KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION**, a housing, redevelopment and urban renewal authority organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. §§ 13-20-101, et seq. (hereinafter called "Owner"), and _____, a _____ authorized to conduct business in Tennessee (hereinafter called "Contractor").

WITNESSETH:

As a result of competitive bidding or other purchasing procedure by which the Owner is permitted to contract for the acquisition of goods and/or services, the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work ("Work") as specified or indicated in the Contract Documents. Without limiting the full scope of the work described in the Contract Documents (as identified in Article 10), the Work is generally described as follows:

**Infrastructure work for the second and third phases of Western Heights
CNI located at Oldham Avenue and McSpadden Street, Knoxville, TN,
Contract C_____.**

All Work must be performed in accordance with and as provided in the Contract Documents, a copy of which has been delivered to the Contractor and a copy of which is on file in the office of Owner located at 901 N. Broadway, Knoxville, Tennessee.

ARTICLE 2 - ARCHITECT

Unless the Contract Documents provide otherwise, all references in the Contract Documents to the Architect shall mean and refer to Owner or to such architect, engineer and/or consultant as Owner may from time to time employ in connection with the Work.

ARTICLE 3 - CONTRACT TIMES

3.1 Contractor agrees that the Work will be completed no later than ____ calendar days from the earlier of (i) ten (10) days from the date of this Contract or, (ii) date of the Notice to Proceed. Contractor's bid as referenced in Section 10.7 contemplates the site being designated as [unclassified / classified] and therefore, [no] extensions to the Contract Time will be considered for any unsuitable soils, rock, existing building materials or any other unforeseen materials that require removal from the site as well as any import of suitable soil to replace haul-off.

3.2 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each calendar day beyond the time specified in paragraph 3.1.

3.3 Contractor shall not work or deliver materials to job site until issuance of Notice to Proceed and Owner has received Bonds and Certificates of Insurance.

3.4 Any extensions to Contract Time due to adverse weather shall be done in accordance with Section 30 of Request for Proposals (C24014) that was issued on or about January 9, 2024 and as referenced in Section 10.7 herein.

ARTICLE 4 - CONTRACT PRICE

Owner shall pay Contractor for the Work in accordance with the Contract Documents the amount of _____ (\$ _____) (the "Contract Price"). The Contract Price reflects the Contractor's total cost to complete the scope of work as shown in the Drawings referenced in Section 10.14 and Addendum ____ referenced in Section 10.13. The Contract Price is based on the project being designated as an [unclassified / classified] site. If the site is designated as an unclassified site, Contractor assumes all costs and risk with any unsuitable soils, rock, existing building materials or any other unforeseen materials that require removal from the site as well as any import of suitable soil to replace haul-off. Except for a written change order signed by the Owner, in no event shall the Contract Price be changed.

ARTICLE 5 - PAYMENT PROCEDURES

In addition to the other requirements provided in the General Conditions described in Section 10.4 hereof, Contractor shall submit Applications for Payment in accordance with paragraph 27 of such General Conditions. Upon final completion and acceptance of the Work in accordance with paragraph 27(i) of the General Conditions described in Section 10.4 hereof, Owner shall pay the remainder of the Contract Price to Contractor.

ARTICLE 6 – RECEIPTS & RELEASES OF LIENS

In addition to the requirements provided in the General Conditions described in Section 10.4 hereof, Owner will require the Contractor to attach to each Pay Request a sworn statement acknowledging payment to all subcontractors and material suppliers for work done and materials, equipment and fixtures furnished through the date covered by the previous payment. Owner may require the Contractor to attach to each Pay Request acknowledgments of all subcontractors and material suppliers for work done and materials, equipment and fixtures furnished through the date covered by the previous payment.

Concurrently with the final payment, Owner will require the Contractor to execute a conditional waiver or release of lien for all work performed and materials furnished hereunder, and will require the Contractor to obtain similar waivers or releases from all subcontractors and material suppliers.

ARTICLE 7 – WAIVER OF LIEN CLAIM

Contractor shall not file a mechanic's or materialman's lien or maintain any claim against the Owner's real estate or improvements for or on account of any work done, labor performed or materials furnished under this Contract, and shall include in each subcontract a clause which shall impose this requirement on the subcontractor.

ARTICLE 8 – INDEMNIFICATION AND HOLD HARMLESS

To the full extent permitted by applicable law, the Contractor shall defend, indemnify and hold harmless the Owner from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' and experts' fees and expenses, arising out of, in connection with or resulting from performance, or failure in performance, of the Work or any other obligation in or related to the Contract Documents, provided that such claim, damage, loss, liability or expense is caused, in whole or in part, by the acts or omissions of the Contractor, its subcontractors, material suppliers, or any party for which any of them is responsible or liable, regardless of whether or not such claim, damage, loss, liability or expense is caused in part by the Owner. The Owner shall have the right, at its sole option, to participate in the defense of any such claim, demand or suit without relieving the Contractor of its obligations under this Section.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

9.1 Contractor has examined and carefully studied the Contract Documents (including all Addenda) and all other related data identified in the Contract Documents including "technical data."

9.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

9.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and Contractor has specifically applied for and obtained all required permits and agrees to perform Work in accordance with those permits and the requirements of Knox County Air Quality Management.

9.4 Contractor is aware of the general nature of work to be performed by Owner

and others at the site that relates to the Work as indicated in the Contract Documents.

9.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9.6 Contractor has given Owner written notice of all conflicts, errors, ambiguities and discrepancies that Contractor has discovered in the Contract Documents and the written resolutions thereof by Owner are acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 - CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work and consist of the following:

- 10.1 The Contract (pages 1 to 7, inclusive, and all exhibits thereto).
- 10.2 Instructions to Bidders for Contracts (HUD Form 5369 (10/2002)) and attached as Exhibit A.
- 10.3 Special Instructions to Bidders, if applicable.
- 10.4 General Conditions for Construction Contracts – Public Housing Programs (HUD Form 5370 (1/2014)) and all riders thereto, and attached as Exhibit B.
- 10.5 Insurance Requirements for Contract C_____ and attached as Exhibit C.
- 10.6 Description of Work
- 10.7 Invitation for Request for Proposals issued on or about January 9, 2024 (C24014)
- 10.8 Performance and Payment Bond(s).
- 10.9 Notice to Proceed.
- 10.10 Representations, Certifications and other Statements of Bidders (HUD Form 5369-A (11/92)).
- 10.11 Affidavits as acknowledged in Solicitation Document B of the Invitation for Sealed Bids.

- 10.12 _____ Highway Prevailing Wage Rates.
- 10.13 Addendum(s): Addendum ____ dated _____; Addendum __ dated _____; Addendum __ dated _____.
- 10.14 Drawings: 100% Construction Drawings, titled Knoxville Community Development Corporation (KCDC) _____
- 10.15 All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 28 and 29 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 26 and/or 28 of the General Conditions.

1 ARTICLE 11 - MISCELLANEOUS

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

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

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

11.4 Contractor makes oath that he has complied with all the provisions of the Contractor's Licensing Act of 1994 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101, et seq., "And that he is licensed by the State Board of Licensing Contractors. Said Board is authorized to receive complaints relative to his professional conduct." His license number is 54171_ its date of expiration is 1/31/2024, and that part of the classification applying to this Contract BC, MU, HC, HRA.

11.5 Notices to Owner shall be sent to:

Executive Director/CEO
Knoxville's Community Development Corporation
P. O. Box 3550
Knoxville, Tennessee 37927-3550

Notices to Contractor shall be sent to:

Attention: _____

(Signatures appear on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

CONTRACTOR:

By: _____

Name: _____
Title: _____
Address: _____

Contractor's License No.: _____

OWNER:

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Benjamin M. Bentley
Executive Director/CEO

Address: P.O. Box 3550
Knoxville, TN 37927-3550