

RIDER TO GENERAL CONDITIONS
FOR CONSTRUCTION CONTRACTS – PUBLIC HOUSING PROGRAMS
FORM HUD-5370 (01/2014)

THIS RIDER TO GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS – PUBLIC HOUSING PROGRAMS FORM HUD-5370 (01/2014) (this “Rider”) is dated as of the ___ day of _____, 2024 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"). The terms and provisions of this Rider amend or supplement the terms of General Conditions for Construction Contracts – Public Housing Programs – form HUD-5370 (01/2014) (the “General Conditions”). In the event of conflict between this Rider and the General Conditions, the terms of this Rider shall control.

The terms and provisions of the General Conditions are hereby amended and modified as follows:

SECTION 1

Section 1, subsection (h) of the General Conditions is hereby deleted and the following is substituted in lieu thereof:

“PHA” means 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.

All references to term “PHA” are hereby amended to mean and refer to 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.

SECTION 2

A. Section 2, subsection (a) of the General Conditions is hereby amended and modified by inserting the term “storage” between the term “equipment,” and the phrase “and transportation.”

B. Section 2, subsection (b) of the General Conditions is hereby deleted.

C. Section 2, subsection (c) of the General Conditions is hereby deleted and the following is substituted in lieu thereof:

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall assign and have on the work site a competent superintendent. Contractor agrees that the Contracting Officer shall have the right to approve the Contractor’s superintendent or any other individual filling a similar position in

connection with the Project. If the Contracting Officer, in its sole and absolute discretion, determines that any such individual is unacceptable, the Contracting Officer shall give the Contractor written notice of the determination of the Contracting Officer and the Contractor shall replace such individual within seven (7) days after receipt of such written notice. Contractor agrees that such individuals are under the control of and are the responsibility of Contractor, the Contracting Officer, as representative of the PHA, has a significant and overriding interest in the identity of such employees of the Contractor and the rights granted pursuant to this paragraph are reasonable and necessary to protect the interest of the PHA.

C. Section 2, subsection (d) of the General Conditions is hereby modified and amended by inserting the phrase “or stored” between the phrase “materials delivered” and the phrase “and work performed.”

D. Section 2, subsection (g) of the General Conditions is hereby modified and amended by adding the following subsection (5) to the end of such subsection (g):

and (5) review the maintenance of all systems applicable to the Project, including, but not limited to, HVAC, plumbing, electrical, drainage, landscaping and irrigation systems, with the PHA’s maintenance staff. Such staff members shall be designated by the Contracting Officer.

SECTION 3

Section 8 of the General Conditions is hereby deleted in its entirety.

SECTION 4

A. Section 16, subsection (k) of the General Conditions is hereby amended and modified by deleting the term “reasonable” and substituting the term “diligent” in lieu thereof.

SECTION 5

Section 17, subsection (b) of the General Conditions is hereby amended and modified by (i) inserting the phrase “retaining walls,” between the terms “damaged” and “curbs” and (ii) inserting the phrase “and the like” after the term “roads”.

SECTION 6

A. Section 23, subsection (b) (2) of the General Conditions is hereby amended and modified by deleting the “.” after the term “Contractor” and substituting “; or” in lieu thereof.

B. Section 23, subsection (b) of the General Conditions is hereby amended and modified by inserting the following new subsection (b)(3):

(3) Contractor’s negligence.

SECTION 7

Section 24 of the General Conditions is hereby modified and amended by inserting the following sentence at the end of that Section:

Contractor shall include language notifying its subcontractors and materials suppliers of such prohibition in all contracts with its subcontractors and material suppliers.

SECTION 8

Section 25 of the General Conditions is hereby deleted in its entirety.

SECTION 9

A. Section 27, subsection (d) of the General Conditions is hereby modified and amended by deleting the term “provided” and substituting “required” in lieu thereof.

B. Section 27, subsection (d) of the General Conditions is hereby modified and amended by inserting the number “30” between the phrases “not later than” and “days in advance.” This subsection is further hereby modified by inserting the following sentence at the end of that subsection:

Along with each request for a progress payment, Contractor shall attach an updated construction schedule that accurately reflects construction progress made in the field as of the payment request date and projects with reasonable accuracy the remaining construction milestones through completion.

C. Section 27, subsection (j) of the General Conditions is hereby modified and amended by deleting the term “may” and substituting the term “will” in lieu thereof.

SECTION 10

A. Section 29, subsection (f) (2) of the General Conditions is hereby modified and amended by inserting the following language after the term “direct costs”:

; provided, however, the amount of indirect costs shall not exceed an amount equal to five percent (5%) of the direct costs included in such written proposal for equitable adjustment.

B. Section 29, subsection (f) (3) of the General Conditions is hereby modified and amended by inserting the following language after the term “change”:

; provided, however, the amount of profit shall not exceed an amount equal to five percent (5%) of the direct costs included in such written proposal for equitable adjustment.

SECTION 11

Section 32, subsection (b) (1) Contractor and PHA hereby agree that the Covid-19 Pandemic and resulting supply chain difficulties are not unforeseeable.

Section 33, subsection (a) of the General Conditions is hereby modified and

amended by inserting the dollar amount of “\$500.00” between the phrases “the sum of” and “Contracting Officer insert amount]”.

SECTION 12

Section 34, subsection (c) of the General Conditions is hereby modified and amended by deleting the term “60” and substituting the term “90” in lieu thereof.

SECTION 13

Section 35 of the General Conditions is hereby modified and amended by deleting the phrase “; except that” in the first sentence, and substituting the term “, including” in lieu thereof.

SECTION 14

Section 36 of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance and all other information required by the Insurance Requirements attached as Exhibit C to the Contract Document.

Contractor shall include in the agreement with each subcontractor requirements that will affect insurance coverages as specified in the he Insurance Requirements attached as Exhibit C to the Contract Documents.

SECTION 15

Section 46 of the General Conditions is hereby deleted in its entirety.

(Signatures appear on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Rider 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: _____

Name: _____

Title: _____