

CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC.
AND
CITY OF CROSSVILLE, TENNESSEE
2011 SRF SEWER I/I IMPROVEMENT PROJECT

THIS AGREEMENT entered into as of this _____ day of _____, _____ by and between COMMUNITY DEVELOPMENT PARTNERS, LLC. (Herein called the CONSULTANT) and THE CITY OF CROSSVILLE, TENNESSEE (herein called the CITY). Agreement concerns the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION – STATE REVOLVING FUND (SRF) Loan Program.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to render technical and professional services, hereinafter described in connection with the Program as requested by the CITY officials:

NOW, THEREFORE, the CITY and the CONSULTANT do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF CONSULTANT

The CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in connection with the SRF Program for the CITY, for Administrative and Program Management services, in a professional and proper manner, as prescribed in accordance with accepted SRF Loan Program management practices.

ARTICLE II - SCOPE OF SERVICES FOR ADMINISTRATIVE ASSISTANCE

The CONSULTANT shall provide professional and technical assistance to the CITY to include, but not necessarily be limited to, the activities described in Attachment 1.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon project approval by the State of Tennessee and will continue for reasonable period of time until all specifications of the proposed Tennessee SRF Loan Program have been completed. This Contract shall terminate upon final closeout approval of the Project by the Tennessee Department Environment of Conservation Division of Community Assistance.

ARTICLE IV - GENERAL PROVISIONS

- a. Personnel: The CONSULTANT warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- b. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provisions of this Contract.
- c. Access to Materials: The CITY agrees to make available to the CONSULTANT any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the SRF Program of the CITY, at no expense to the CONSULTANT.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the CITY agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ATTACHEMENT 1 of this Agreement). Such payment shall be due monthly upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid under this section for services shall be FORTY THOUSAND DOLLARS (\$40,000.00).

ARTICLE VI - TERMS AND CONDITIONS

- a. Termination of Contract for Cause/Breach of Contract: If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings,

maps, models, photographs and reports or other materials prepared by the CONSULTANT under this Contract shall, at the option of the CITY become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

- b. Termination for Convenience of the CITY: The CITY may terminate this Contract at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the CITY, become its property.

If the CITY as provided herein terminates the Contract, the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the CONSULTANT during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONSULTANT, the above clause relative to termination shall apply.

- c. Changes: The CITY may, from time to time, request changes of the CONSULTANT in the Scope of Services to be performed hereunder. Such changes, or renegotiations, including any increase or decrease in the amount of the CONSULTANT'S compensation, which is mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.
- d. Assignability: The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CITY: provided, however, that claims for money by the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.
- e. Reports and Information: The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this

Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

- f. Findings Confidential: All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.
- g. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
- h. Compliance with Local Laws: The CONSULTANT shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee and the local government(s).
- i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The CONSULTANT shall retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.
- j. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT'S Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to or operation of its programs, services or activities. With regard to all aspects of the contract COMMUNITY DEVELOPMENT PARTNERS certifies and warrants it will comply with this policy.

- k. Interest of Members of the CITY and Other Local Public Officials: No officer, member or employee of the CITY and no member of the local governing body, and no other public official of the governing body of the locality or localities in

which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONSULTANT shall take appropriate steps to assure compliance.

- l. Interest of the CONSULTANT: The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- m. Officials Not To Benefit: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise Hereford.
- n. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):
 1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 2. The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 4. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by

rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

- o. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

- p. Hold Harmless Provisions - The CITY will hold the CONSULTANT harmless for any construction activities performed by a contractor on private property. This shall be inclusive, but not exclusive of accidents caused by negligence on the part of the contractor and accidents caused by substandard workmanship. The CONSULTANT will be held harmless for any damage to the construction premises inclusive but not exclusive of theft, arson, and burglary. Additionally, the CONSULTANT will be held harmless for any existing environmental conditions as well as any acts of nature inclusive, but not exclusive of earthquakes, tornados, lightning, fires, mudslides, floods and any severe weather condition.

ARTICLE VII - ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the CITY the CONSULTANT shall furnish additional services, which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. The CONSULTANT and the CITY may chose to perform the work either for a lump sum cost or on a cost plus basis. Cost plus shall be considered to be the cost of labor time an over head rate of 2.4 plus 17% profit. Upon mutual agreement between the CITY and the CONSULTANT, and written authorization from the CITY to proceed, the CONSULTANT will provide the additional service. Examples of items considered as additional services shall include but not be limited to:

1. Formal and Informal Program Amendments
2. Environmental Impact Statements
3. Hazardous Site Negotiations
4. Legal or Expert Witness Testimony

- 5. Extended Contract period caused by factors other than those under control of CONSULTANT.
- 6. Scope of Work Changes


IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be executed by there duly authorized officers on the day and year first above written.

THE CITY OF CROSSVILLE

Title

ATTEST:

COMMUNITY DEVELOPMENT PARTNERS, LLC.

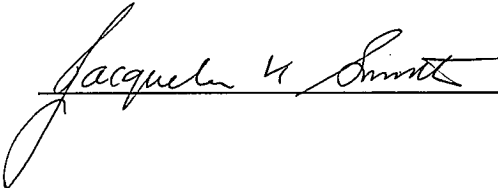


Evan Sanders

Vice President

Title

ATTEST:



ATTACHMENT 1
2011 CROSSVILLE SRF DOWNTOWN WATER LINE REPLACEMENT PROJECT
DETAIL OF ADMINISTRATIVE AND PLANNING SERVICES

TASK	Amount
1. PROJECT FILES	\$5,000.00
<ul style="list-style-type: none"> A. Set Up B. Monthly Maintenance/Update 	
2. PLANNING	\$7,000.00
<ul style="list-style-type: none"> A. Coordination with TDEC B. Coordination between the Engineer & BOARD C. Loan Package Coordination and Submittal 	
3. CONSTRUCTION / DAVIS BACON COMPLIANCE	\$10,000.00
<ul style="list-style-type: none"> A. Request Wage Determination B. 10 Day Wage Verification C. Attend Bid Opening/Prepare Minutes D. Prepart Bid Tabulation Documentation for SRF Approval E. Notice of Contract Award/ Pre-Construction Conference F. Coordinate and Conduct Pre-Construction Conference G. Prepare Minutes of Pre-Construction Conference H. Conduct Monthly Employee Interviews I. Check Weekly Payrolls / Cross Check with Interviews J. Consultation with Contractor on Payroll/Wage Rate Issues K. Consultation with Engineer, State, and Funding Agency L. Submit Notice of Completion Advertisement M. Release of Liens/Certificate of Completion/Final Inspection 	
4. EQUAL OPPORTUNITY	\$5,000.00
<ul style="list-style-type: none"> A. Pre-Bid Meeting(s) – Review Contractor DBE Requirements B. Board DBE Compliance for Both Construction Bids C. Preparation and Submittal of All DBE Documentation to SRF 	

5. FINANCIAL MANAGEMENT \$10,000.00

- A. ACH Designation of Depository
- B. Requests for Payment
- C. Coordination of All Payments
- D. Posting of Accounting Records
(Local Level)
- E. Budget Spreadsheets
- F. Budget Revisions

7. CLOSE-OUT \$3,000.00

TOTAL **\$40,000.00**