

**CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC**

AND

**CITY OF CROSSVILLE, TENNESSEE
2010 CROSSVILLE ARC DOWNTOWN INFRASTRUCTURE PROJECT**

THIS AGREEMENT, entered into as of this _____ day of _____, 2014 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC. (herein called the CONSULTANT) and the CITY OF CROSSVILLE, TENNESSEE (herein called the CITY). Agreement concerns the APPALACHIAN REGIONAL COMMISSION Program.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to render technical and professional services, hereinafter described in connection with the APPALACHIAN REGIONAL COMMISSION 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 APPALACHIAN REGIONAL COMMISSION Program for the CITY, for Administrative and Program Management services, in a professional and proper manner, as prescribed in accordance with accepted APPALACHIAN REGIONAL COMMISSION 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 A.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon grant approval by the State of Tennessee and will continue for reasonable period of time until all specifications of the proposed Tennessee APPALACHIAN REGIONAL COMMISSION Program have been completed. This Contract shall terminate upon final closeout approval of the Project by the Tennessee Department of Economic & Community Affairs.

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. Office Space: The CONSULTANT agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.
- c. 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.

- d. 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 APPALACHIAN REGIONAL COMMISSION 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 ARTICLE II 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 Twenty Five Thousand Dollars (\$25,000.00).

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 Contract is terminated by the CITY as provided herein, 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 renegotiation, 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. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- i. 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.
- m. 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.
- n. 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 herefrom.
- o. 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.
- p. 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.

q. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or Greater):

During performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices which will be provided setting forth the provisions of this non-discrimination clause.
3. The CONSULTANT will in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
4. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor; provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
5. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the CITY may require.
6. The CONSULTANT agrees to comply with such rules, regulations, or guidelines as the CITY may issue to implement these requirements, as attached hereto.

r. Special Equal Opportunity Provisions (Applicable to Construction Contracts and related Subcontracts \$10,000 and under):

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by

Contracting Officer setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The CONSULTANT shall incorporate the foregoing requirements into all subcontracts.

s. Section 3 Plan Format (For Contracts of \$10,000 and greater):

CONSULTANT agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the local government.

1. To ascertain from the locality's APPALACHIAN REGIONAL COMMISSION Program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the municipality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Home Agency Plan, or the U. S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.
7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the CONSULTANT, we, upon execution of this Contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

t. Section 402 Veterans of the Vietnam Era (if \$10,000 or over) Affirmative Action for disabled Veterans and Veterans of the Vietnam Era:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take the affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on their disability or veteran status 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 that all suitable employment openings of the CONSULTANT which exist at the time of the execution of this Contract, and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the CONSULTANT other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. The CONSULTANT further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive Orders or regulations regarding non-discrimination in employment.
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the CONSULTANT has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam Era hired; (3) the number of disabled veterans of the Vietnam Era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The CONSULTANT shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. Copies of the reports will be submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available,

upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the CONSULTANT becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the CONSULTANT is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of Contracts. The CONSULTANT may advise the State system when it is no longer bound by the contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the CONSULTANT proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
 - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the CONSULTANT proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State Employment Service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the CONSULTANT proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the CONSULTANT'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the CONSULTANT proposes to fill from regularly established "recall" lists.
 - d. "Openings which the CONSULTANT proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the CONSULTANT proposes to fill from union halls, which is part of the customary and traditional hiring

relationship which exists between the CONSULTANT and representatives of his employees.

9. The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the CONSULTANT'S non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
11. 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 notice shall state the CONSULTANT'S obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and shall outline the rights of applicants and employees.
12. The CONSULTANT will notify each labor union or representative of workers with which it has bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
13. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to 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.

u. Hold Harmless Provisions

The CITY will hold the CONSULTANT harmless for any rehabilitation/construction activities performed by a contractor on public or 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 rehabilitation 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, tornadoes, lightning, fires, mudslides, floods and any severe weather conditions.

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. 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.

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

CITY OF CROSSVILLE

Title

ATTEST:

COMMUNITY DEVELOPMENT PARTNERS, LLC.

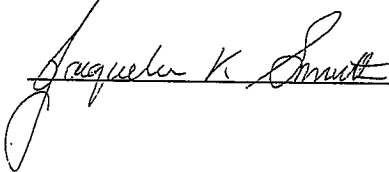


Evan Sanders

Vice-President

Title

ATTEST:



DETAIL OF ADMINISTRATIVE COSTS

Name of Person or Firm Providing Services: Community Development Partners, LLC.

| | | |
|----|----------------------|---------------------------|
| 1. | Environmental Review | \$ 1,500.00 |
| 2. | Project Files | \$ 2,000.00 |
| 3. | Labor Compliance | \$10,500.00 |
| 4. | Financial Management | \$ 5,000.00 |
| 5. | Close-Out | \$ 1,000.00 |
| 6. | Project Management | \$ 5,000.00 |
| | Total | <u>\$25,000.00</u> |