

CONTRACT

THIS CONTRACT, is dated as of the _____ day of _____, 2021 (the "Effective Date of the Contract"), by and between **MURFREESBORO HOUSING AUTHORITY**, 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 _____ . (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:

Oakland Court Phase II Construction

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 415 North Maple Street, Murfreesboro, Tennessee 37130.

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 overall time for final completion is 90 days from the date of the notice to proceed, however the contractor shall submit a schedule for Owners approval that completes the work as necessary to meet the requirements of the building project as required by all regulatory authorities and the owner.

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 & 00/100 Dollars (\$500.00) for each calendar day beyond the time specified in paragraph 3.1.

ARTICLE 4 - CONTRACT PRICE

Owner shall pay Contractor for the Work in accordance with the Contract Documents the amount _____ (the "Contract Price"). 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 10.3 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 10.3 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 10.3 hereof, Owner will require the Contractor to attach to each Pay Request its acknowledgement of 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 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.

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 6, inclusive, and all exhibits thereto).
- 10.2 General Conditions for Construction Contracts - Public Housing Projects (HUD Form 5370 (1/2014)) and all riders thereto, and attached as Exhibit A.
- 10.3 Insurance Requirements for Oakland Court Phase II Redevelopment and attached as Exhibit B.
- 10.4 Invitation for Sealed Bids and Contractor's Response to the Invitation for Sealed Bids
- 10.5 Addendum(s):
- 10.6 Performance and Payment Bond(s).
- 10.7 Notice(s) to Proceed.
- 10.8 Drawings: "Oakland Court Phase II Redevelopment" as prepared by McCarty Holsaple McCarty Architects, Inc., and dated November 13, 2020.
- 10.9 Project Manual "Oakland Court Phase II Redevelopment" as prepared by McCarty Holsaple McCarty Architects, Inc. and dated November 13, 2020.
- 10.10 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.

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." Contractor's license number is _____ its date of expiration is _____, and that part of the classification applying to this Contract is _____.

11.5 Notices to Owner shall be sent to:

L. Thomas Rowe
Executive Director
Murfreesboro Housing Authority
415 N. Maple Street
Murfreesboro, Tennessee 37130

Notices to Contractor shall be sent to:

(Name)
(Contractor Company Name)
(Address Line 1)
(Address Line 2)

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)
(Contractor Company Name)
(Address Line 1)
(Address Line 2)

Contractor's License No.: _____

APPROVED AS TO FORM:

OWNER:

**MURFREESBORO HOUSING
AUTHORITY**

(Name)
(Title)
(Association) By: _____
L. Thomas Rowe
Executive Director
Murfreesboro Housing Authority
415 North Maple Street
Murfreesboro, TN 37130