

Knox County, Tennessee

And

“Contractor”

This Contract, made and entered into this ____ day of _____, 2020 between Knox County, Tennessee hereinafter referred to as “County” and _____, hereinafter referred to as “Contractor.”

Whereas, County requested proposals for Design Build Services for Knox County, Tennessee (Requests for Proposals #2928 and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal specifications and the Contractor’s response.

Now, therefore, in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Statement of Work. This work shall include design build services to construct a new Lonsdale Elementary School. The Contractor shall perform all design and construction services, and provide all necessary supervision, material, equipment, machinery, tools, testing, temporary utilities, and labor necessary. Knox County is seeking a complete turn-key project. Lonsdale Elementary School will be constructed at 2700 Stonewall Street (Parcel ID 081PH001) with a classroom capacity of six hundred (600) students and a core facilities capacity of eight hundred (800) students.

Design work shall include architectural, engineering, and other professional design services necessary for the preparation of the required drawings, specifications, and other design submittals needed to complete the work. All design work shall be consistent with applicable state laws. Nothing in this Contract is intended to create a contractual relationship between the County and any design consultant. County shall approve in writing all design submissions and construction documents.

Contractor shall perform all construction activities efficiently and with the requisite skill, expertise, and competence to satisfy the requirements of this Contract. Contractor shall only employ sub-contractors who are licensed and qualified to perform the work. Contractor shall coordinate the activities of all sub-contractors. Contractor agrees to reasonably cooperate with separate contractors employed by County. Contractor assumes responsibility for the proper performance of the work of sub-contractors and any acts and omissions in connection with such performance. Nothing in this Contract is intended to create a contractual relationship between the County and any sub-contractor. Contractor and all sub-contractors shall keep site neat, orderly, and free from all debris, trash, and construction waste.

2. Completion of Work. The Contractor shall commence work on the date to be specified in a written "Notice to Proceed" by the County. Substantial Completion of the project shall be achieved no later than _____, unless the period for completion is extended as hereinafter provided. Substantial Completion shall be achieved once a Certificate of Occupancy is obtained.

Final Completion of the work shall be achieved no later than _____, which is forty- five (45) calendar days after Substantial Completion. Final Completion is the date when the project, including all punch list items, is fully complete to the satisfaction of the County.

3. Liquidated Damages. If Substantial Completion is not achieved by _____, the Contractor shall pay the County five hundred dollars (\$500) per day as liquidated damages until Substantial Completion is achieved.

If Final Completion is not achieved by _____, or forty-five (45) calendar days after Substantial Completion, Contractor shall pay the County two hundred fifty dollars (\$250) per day as secondary liquidated damages until Final Completion is achieved.

4. Owner's Budget. The County's budget for a new Lonsdale Elementary School is nineteen million (\$19,000,000) dollars including design and engineering; construction; owner's carve outs including but not limited to technology, security, furniture, fixtures, and equipment; and reasonable contingencies related to these costs as appropriate.

5. Pre-Construction Costs. The County shall pay the Contractor for pre-construction costs, including design and engineering, subject to additions and deductions provided herein an amount not to exceed _____. A Guaranteed Maximum Price (GMP) will be determined approximately _____ percent (____%) into the design phase of the project.

6. Guaranteed Maximum Price. At approximately _____ percent (____%) completion of the design phase (or at a time agreed upon by the County and Contractor when design is sufficiently developed and documented in order to obtain detailed pricing), the Contractor shall deliver to the County a Guaranteed Maximum Price (GMP) Proposal including a written description of how the GMP was derived.

At a minimum, the GMP Proposal shall include the Cost of the Work detailed by each subcontract or trade (including design, engineering, and other pre-construction costs established above); the Contractor's General Conditions costs (including bonds and insurance) detailed by expense category; the Contractor's Overhead and Profit; the Contractor's Contingency for the work (no less than five percent of the Cost of the Work); a draft schedule of values; a detailed listing and description of all owner's carve outs/exclusions from the GMP; and the final construction schedule. The GMP, as part of the Contractor's Contingency, shall allow for reasonably expected changes in the drawings and specifications, not including material changes in scope. The County may accept the GMP Proposal or attempt to negotiate with the Contractor. If parties are unable to agree on a GMP, the County may terminate this Agreement

Upon acceptance of the GMP Proposal, the County and Contractor, contingent upon approval by the Knox County Board of Education and Knox County Commission, shall execute Attachment D to this agreement to establish the GMP.

7. Payment. The Contractor shall submit Application for Payment, certified by the Project Architect, for all work performed as of the date of the Application for Payment on a monthly basis. Each Application for Payment is due the 28th day of each month beginning the first month after commencement and must contain documentation showing the percentage of completion of each portion of the work as defined by the most recent Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire contract sum among various portions of the work. The initial Schedule of Values shall be submitted for the County's review and approval prior to the County granting Notice to Proceed.

County will retain five percent (5%) of each Application for Payment provided excluding amounts paid to Contractor's design and engineering consultants. A retainage account jointly owned by the County and Contractor will be established at the County's contracted bank of choice where the retainage funds will be deposited. Within thirty (30) calendar days after Substantial Completion, the County shall release to the Contractor all retainage, as applicable, to the completed portion of the work, less an amount equal to a reasonable value of all remaining or incomplete items of work and other amounts County is entitled to withhold pursuant to this Contract.

Contractor shall submit final Application for Payment to County upon Final Completion of the project and once the Contractor has satisfied all contractual obligations under this Contract. As a prerequisite to the final payment, the Contractor shall submit the following items to the Architect, properly executed and in a form acceptable to the Architect and Owner:

- a) Contractor's Affidavit for Payment of Debts and Claims.
- b) Contractor's Affidavit of Release of Liens, conditional upon receipt of final payment.
- c) Consent of Surety to Final Payment.

- d) Guarantee from Contractor and each Subcontractor that the Work will be free of defects in materials and workmanship for a period of one (1) year, except otherwise specified in the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Original Applications for Payment shall be sent to the Knox County Procurement Division via U.S. Mail or hand delivered to the following address:

Matt Myers
Knox County Procurement Division
1000 N. Central, Suite 100
Knoxville, TN 37917

8. Warranty. Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, and free of defects in material and workmanship. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties upon Substantial Completion.

Contractor agrees to correct any work that is found not to be in conformance with the contract documents within a period of one (1) year from the date of Substantial Completion of the work or any portion of the work or within such longer period to the extent required by any specific warranty included in this Contract. Contractor shall, within ten (10) calendar days of receipt of written notice from the County that the work is not in conformance, take meaningful steps to correct the work. If Contractor fails to take meaningful steps to correct the problem within ten (10) calendar days of receipt of written notice, the County may commence corrective action for which Contractor will be responsible for all reasonable costs incurred by County. The one (1) year warranty only applies to the Contractor's obligation to correct nonconforming work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding Contractor's other obligations under this Contract.

9. County's Representative. The County designates the following individual as its senior representative with the authority and responsibility for the project:

Matt Myers
Knox County Procurement
1000 N. Central, Suite 100
Knoxville, TN 37917

865.215.5777

matt.myers@knoxcounty.org

10. Contractor's Representative. The Contractor designates the following individual as its senior representative with the authority and responsibility for the project:

Name

Contact

Address

Telephone

Email Address

11. Ownership of Documents. Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor and/or members of the design build team in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County.

The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting Contract without the prior written consent of the County.

12. Change Directives/Orders. There shall be no change directives or change orders to the GMP except in the case of a material change in scope initiated by the County. In such case, Contractor shall use change directives when changes are necessary that will adjust the contract price. The County and Contractor shall negotiate such change directives constituting a material change in scope in good faith. All change directives must be submitted to the County in writing. County will approve change directives in writing. Upon the conclusion of the project, the County and Contractor will include all change directives, including additions and deductions, as part of a single change order.

13. Intent of Plans and Specifications. The Contractor will keep on the project site a copy of the plans and specifications and shall at all times give the County access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern.

The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the County whose interpretation or correction thereof shall be conclusive.

14. Claims for Extra Cost. If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, it shall give County written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the County may direct and shall present such account supported by receipts to County. The County shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

15. Performance and Payment Bond. The Contractor shall upon establishment of the GMP and before the commencement of any operations hereunder execute the Contract and furnish the County with a Performance and Payment Bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work provided by this Contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the County. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the County may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in certified form and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the County.

16. License and Permits. The County will assist with obtaining permits required for permanent structures. The Contractor shall obtain and pay for all necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

17. Waiver. It is expressly understood and agreed that any waiver granted by the County, or any representative of the County, of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the County shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the County nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or surety under this Contract or otherwise.

18. Superintendent. The Contractor shall assign and provide a superintendent, who will be identified by name to the County. Contractor will provide superintendent's contact information including email address and cell phone number to County. Superintendent will provide constant on-site supervision during any and all construction under the Contract whether by the Contractor or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry out all instructions given by the County.

19. Payments Withheld: The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the County from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.
- (f) Failure of the Contractor to keep its work progressing in accordance with its time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

20. Assignment and Transfer of Contract. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without the prior written consent of the County and the Contractor's surety. Any such assignment or transfer without such written consent shall be null and void.

21. Subcontractors. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this Contract affecting subcontractors.

22. Protection of Work and Property. The Contractor shall continuously maintain adequate protection of all its work and materials from damage or theft and shall protect the County's property and all adjacent property from injury or loss arising in connection with activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the County.

The Contractor shall provide, use, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this Contract.

The Contractor shall designate a responsible member of its organization for the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the County in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the County is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and the Contractor must take such action if so instructed or authorized by the County.

Additionally, in order to further protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall also protect property as required by law.

23. Liens. If at any time there shall be evidence of lien or claim for which the County might become liable and which is chargeable to the Contractor, the County shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide for complete indemnification against such lien or claim. In the event the County has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the County, the Contractor and its surety shall be liable to the County for any loss so sustained.

24. Inspection. The Contractor shall do all work to the approval of the County. The County shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on Applications for Payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the County before acceptance. The County shall be provided copies of all testing performed for the project.

No work shall be done at night without the previous approval of the County.

25. Defective Work or Material. The Contractor shall promptly remove from the premises all work and materials deemed by the County as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

26. Other Contracts. The County may award other contracts for the project. The Contractor shall fully cooperate with such other Contractors and carefully fit its work to that provided under other contracts as may be directed by the County. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

27. County's Right to Take over the Work. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over Contractor's affairs, or if Contractor should fail to perform its work with due diligence and carry the work forward in accordance with Contractor's work schedule and the time limits set forth in the Contract Documents, or if Contractor should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by Contractor, the County may serve written notice to the Contractor and the surety on Contractor's Performance Bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the County bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) calendar days after service of such notice, the County may, without prejudice to any other right or remedy, exercise one (1) of such remedies, at once, having first obtained a certificate from the County that sufficient cause exists to justify such action.

(a) The County may take control of the work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the County deems advisable. In such event the County shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, provided the County approved the amount thus charged to the Contractor.

(b) The County may require the surety of the Contractor's Bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the County and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instruction from the County to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the County to take control of the work.

28. Delays and Extension of Time. If the Contractor shall be delayed at any time in the progress of the work by an act or neglect of the County, or by any employee of the County, or by any separate Contractor employed by the County, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any force majeure events beyond the Contractor's and County's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the County. In the case of a continued cause of delay, only one (1) claim is necessary.

29. Right of Occupancy. The County shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The County shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The County shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

30. Acceptance. Final inspection and acceptance of the work shall be made by the County. Such inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for such inspection.

31. Cleaning Up. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from its operations, leaving the premises in a neat and presentable condition. In the event of the Contractor's failure to do so, the same may be done by the County at the expense of the Contractor, and the Contractor and the Contractor's surety shall be responsible therefor.

32. Termination. County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of County.

Should the Contractor fail to provide the design build services detailed herein, County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problems within ten (10) calendar days. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County immediate written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

County may terminate this Contract immediately if the stated completion time is not met. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

33. Appropriations. In the event no funds are appropriated by the County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

34. Independent Contractor. Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

35. Compliance with all Federal, State, and Municipal Laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Design Build Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

36. Severability Clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

37. Governing Law. The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

38. Non-discrimination and Non-conflict Statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

39. Books and Records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

40. Indemnification/Hold Harmless. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

41. Delivery. Contractor shall render the Design Build Services for Knox County in accordance with Requests for Proposals #2928. This includes acquiring all necessary permits for, but not limited to, construction, installation, training etc. as per Requests for Proposals #2928, Design Build Services.

42. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

43. Limitations of Liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

44. Order of Precedence. In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

45. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposal #2928, including all Exhibits and Addendums
- B. Contractor's Response to Request for Proposal #2928
- C. Contractor's Certificate of Insurance
- D. Guaranteed Maximum Price

It is agreed that this Contract represents the entire Contract between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County, Tennessee

"Contractor"

by: _____

by: _____

Glenn Jacobs

Name: _____

Knox County Mayor

Title: _____

Date: _____

Date: _____

Contract #: _____

Approved as to Legal Form:

Date: _____

Knox County Law Director's Office

Attachment D

Knox County, Tennessee

and

“Contractor”

Knox County, Tennessee (“County”) and _____ (“Contractor”) entered into a contract for Design Build Services designated as Contract No. ____ on the ____ day of _____, 2020, which contract states that a Guaranteed Maximum Price (GMP) is to be determined approximately ____ percent (____%) into the design phase of the new Lonsdale Elementary School project.

Witnesseth:

1. Guaranteed Maximum Price (GMP). The County and Contractor have agreed to a GMP of _____ dollars (\$_____) for the new Lonsdale Elementary School. Therefore, the County shall pay the Contractor for work performed under the contract subject to additions and deductions provided therein a Guaranteed Maximum Price (GMP) of _____ dollars (\$_____).

2. Contract Documents. It is mutually agreed by both parties that the GMP Proposal from the Contractor dated _____ presenting the GMP and related documents are made part of this Attachment D and incorporated herein by reference.

Except as hereby modified, all other terms and conditions of Contract No. _____ between the County and Contractor shall remain in full force and effect.

In witness whereof, the parties hereto agree to incorporate this Attachment D into Contract No. _____ in one original copy on the _____ day of _____, 2020.

Knox County, Tennessee

Contractor

By: _____

By: _____

Glenn Jacobs

Name: _____

Knox County Mayor

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:

By: _____

Date: _____

Knox County Law Director’s Office

Contract Number: _____