Charles Hobson Company, Inc. 12-15-97

SHARON E. BOYCE
Senior Attorney
City of Knoxville

CONTRACT NO. A-98-0136
R-496-97

AGREEMENT

This Agreement by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P. O. Box 1631, Knoxville, Tennessee, 37901, and CHARLES HOBSON COMPANY, INC., a Tennessee Corporation, 2923 Sutherland Avenue, Knoxville, Tennessee 37919.

WHEREAS, the Purchasing Agent for the City of Knoxville advertised for competitive sealed bids for the Luxmore Drive Site Stabilization Project, Project No. 97H-C-0347; and

WHEREAS, Charles Hobson Company, Inc. submitted the lowest qualified bid of TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35); and

WHEREAS, Charles Hobson Company, Inc. has the necessary experience and qualifications to perform said work.

NOW, THEREFORE, the City of Knoxville and for the mutual promises and considerations herein agree as follows:

I. STATEMENT OF WORK

Charles Hobson Company, Inc. shall furnish all supervision, technical assistance personnel, labor, materials, machinery, tools, equipment, and services, and perform and complete all work in a satisfactory manner required for the Luxmore Drive Site Stabilization Project all in strict accordance with the contract documents for said project including all addenda thereto as prepared by the City of Knoxville Engineering Department and Robert M. Frear, Project No. 97H-C-0347.

II. CONTRACT PRICE

a. The City of Knoxville shall pay to Charles Hobson Company, Inc. for the satisfactory performance of the contract, in current funds, subject to additions and deductions and in accordance with the bid as provided in the contract documents, an amount not to exceed the sum of TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35) unless modified by a Contract Change Order.

b. Charles Hobson Company, Inc. shall submit to the City on a monthly basis an invoice of services rendered for this Project.

III. CONTRACT

The executed Contract Documents shall consist of the following:

a. This contract
b. Addenda
c. Invitation for Bids
d. Instructions to Bidders
e. Signed copy of Bid and Proposal
f. General Conditions
g. Supplemental General Conditions
h. Special Conditions
i. Technical Specifications
j. Drawings

IV. INDEMNIFICATION CLAUSE

a. Charles Hobson Company, Inc., its agents and employees shall defend, indemnify and hold harmless the City of Knoxville, its agents and employees from any and all liability to Charles Hobson Company, Inc. , and agents and employees or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Knoxville, its agents

or employees.

b. Charles Hobson Company, Inc., its agents and employees shall defend, indemnify and hold the City of Knoxville harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Knoxville alleging liability referenced paragraph A, including, but not limited to, cost fees, attorneys fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Knoxville; and to assume and take over the defense of the City of Knoxville in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Knoxville, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

c. Charles Hobson Company, Inc. , its agents and employees shall defend, indemnify and hold the City of Knoxville harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against the City of Knoxville alleging liability referenced in paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

V. COMPLIANCE WITH ORDINANCES, STATUTES AND FEDERAL REGULATIONS

Charles Hobson Company, Inc. shall fully comply with all applicable Federal statutes and regulations, State statutes, and City ordinances in performance of this Agreement.

VI. CHANGES IN THE WORK

The City may at any time, if the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. All Change Orders must be approved by the

City and Charles Hobson Company, Inc.

VII. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a Change Order. The value of any work covered by a Change Order of any claim for increase or decrease in the contract price shall be determined by the actual cost for labor, direct overhead, materials, supplies, equipment, profit, and other services necessary to complete the work.

VIII. TIME FOR COMPLETION

The date of beginning and the time for completion of the work are essential conditions of this Agreement and the work embraced shall be commenced on a date specified in a Notice to Proceed and completed thirty (30) consecutive calendar days from the commencement date specified in that Notice to Proceed.

IX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee.

X. NOTICE OF CITY PROCUREMENT CODE PROHIBITIONS

a. It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

(1) The employee or the employee's immediate family;

(2) A business other than a public agency in which the employee or a member

of the employee's immediate family serves as an officer, director, trustee, partner or employee; or

(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

b. It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

c. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) Any official action taken, or to be taken, or which could be taken;

(2) A legal duty performed, or to be performed, or which could be performed; or

(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.