

AGREEMENT WITH THE
CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

OLD LEBANON DIRT ROAD SEWER EXTENSION & GOLDEN BEAR GATEWAY
IMPROVEMENTS UTILITY RELOCATION

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Mt. Juliet, Tennessee, hereinafter called the "Owner," and JAMES N. BUSH CONSTRUCTION CO., INC. hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the 5th day of June, 2025 find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a Contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the Old Lebanon Dirt Road Sewer Extension & Golden Bear Gateway Improvements Utility Relocation project all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
A.	<u>Unit Price Construction Items for Sewer Mains</u>				
1	Prop 18" PS 115 PVC sanitary sewer main, all depths, outside and/or under roadway, including handling wastewater flows and all other work required and/or described in the Contract Documents, complete in place and ready for use.	100	LF	\$450.00	\$45,000.00
2	Prop 15" SDR 26 PVC sanitary sewer main, all depths, outside roadway and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1125	LF	\$290.00	\$326,250.00
3	Prop 15" SDR 26 PVC sanitary sewer main, all depths, under roadway and all other work required and/or described in the Contract Documents, complete in place and ready for use.	485	LF	\$363.00	\$176,055.00
4	Prop 15" SDR 26 PVC sanitary sewer main, inside 24" dia., DR 21 HDPE casing pipe, outside roadway and all other work required and/or described in the Contract Documents, complete in place and ready for use.	20	LF	\$441.00	\$8,820.00
5	4' diameter precast concrete manhole w/ Xypex admixture, all depths and all other work required and/or described in the Contract Documents, complete in place and ready for use.	9	EA	\$15,000.00	\$135,000.00
6	Standard Manhole frame and cover, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	8	EA	\$2,600.00	\$20,800.00
7	Watertight manhole frame and cover, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	2	EA	\$3,400.00	\$6,800.00

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
8	Connect new 18" gravity sewer main to exist. 18" sewer main, including handling wastewater flows, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1	EA	\$18,000.00	\$18,000.00
9	Remove exist. manhole, including handling wastewater flows, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	2	EA	\$2,500.00	\$5,000.00
10	Cut, cap, and bulkhead exist. 15" -18" sanitary sewer mains, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	4	EA	\$4,000.00	\$16,000.00
11	Manhole / sewer marker, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	7	EA	\$75.00	\$525.00
12	Connect proposed 2" force main to new manhole, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1	EA	\$1,000.00	\$1,000.00
13	4" dia., CL 200 PVC force main / pressure sewer, all depths, outside and/or under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	170	LF	\$110.00	\$18,700.00
14	4" dia., CL 200 PVC force main / pressure sewer, inside 8" dia., 0.25" wall steel casing pipe (solid weld), under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	45	LF	\$320.00	\$14,400.00
15	3" dia., CL 200 PVC force main / pressure sewer, all depths, outside and/or under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	296	LF	\$110.00	\$32,560.00
16	3" dia., CL 200 PVC force main / pressure sewer, inside 6" dia., DR 21 HDPE casing pipe, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	20	LF	\$175.00	\$3,500.00
17	2" dia., CL 200 PVC force main / pressure sewer, all depths, outside and/or under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	3475	LF	\$69.00	\$239,775.00
18	2" dia., CL 200 PVC force main / pressure sewer, inside 6" dia., DR 21 HDPE casing pipe, and all required as described in the Contract Documents, complete in place, ready for use.	20	LF	\$120.00	\$2,400.00

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
19	4" ball valve assembly incl. bi-directional cleanout w/ valve box, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	7	EA	\$2,300.00	\$16,100.00
20	3" ball valve assembly incl. bi-directional cleanout w/ valve box, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	4	EA	\$1,900.00	\$7,600.00
21	2" ball valve assembly incl. bi-directional cleanout w/ valve box, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	8	EA	\$1,600.00	\$12,800.00
22	DI fittings, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	350	LBS	\$13.00	\$4,550.00
23	1" combo air/vac release valve assy. w/ manhole, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	3	EA	\$9,000.00	\$27,000.00
24	2" terminal cleanout assembly with valve & box, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	3	EA	\$950.00	\$2,850.00
25	1-1/4" to 1-1/2" dia., CL 200 PVC pressure sewer service line, all depths, outside roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	530	LF	\$48.00	\$25,440.00
26	1-1/4" to 1-1/2" dia., CL 200 PVC pressure sewer service line, all depths, under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	305	LF	\$120.00	\$36,600.00
27	Remove and reset service line valve assembly and box, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	11	EA	\$1,600.00	\$17,600.00
28	Reconnect 1-1/4" to 1-1/2" dia. pressure sewer services, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	12	EA	\$750.00	\$9,000.00
29	Connect new 2" - 4" dia. pressure sewer to exist. pressure sewer line, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	3	EA	\$2,500.00	\$7,500.00
30	Cut and cap exist. force main / pressure sewers, all sizes, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	2	EA	\$1,000.00	\$2,000.00

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
31	Topsoil and seeding of trenches, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	5100	LF	\$9.00	\$45,900.00
32	Asphalt driveway/parking lot pavement replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	50	LF	\$100.00	\$5,000.00
33	Concrete / aggregate matrix driveway replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	120	LF	\$355.00	\$42,600.00
34	Gravel driveway replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	85	LF	\$28.00	\$2,380.00
B. <u>Lump Sum Unit Price Construction Items Ordered by the Engineer</u>					
35	Install "doghouse" style precast manhole w/ Xypex admixture over exist. San. Sewer at Sta 0+00 LN AA, including connection to existing sewer main and handling wastewater flows, and all appurtenances, etc., and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1	LSE	\$18,500.00	\$18,500.00
C. <u>Unit Price Construction Items Ordered by the Engineer</u>					
36	Class C concrete (2,000 psi) for cradle, thrust blocking, encasement, etc., and all other work required and/or described in the Contract Documents, complete in place and ready for use.	26	CY	\$300.00	\$7,800.00
37	Bituminous (temporary) cold mix asphalt, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	15	TON	\$170.00	\$2,550.00
38	Unclassified excavation for undercuts, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	50	CY	\$75.00	\$3,750.00
39	Crushed stone backfill for undercuts, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	50	CY	\$60.00	\$3,000.00
40	6" asphalt binder pavement in trenches, including maintenance and "make up" binder, where required, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	250	LF	\$85.00	\$21,250.00

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
<u>D. Additive Alternates Unit Price Construction Items for Sewer Force Mains</u>					
41	4" CL 200 PVC force main with 3" detection tape and trace wire, outside roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1,185	LF	\$75.00	\$88,875.00
42	4" CI 200 PVC force main with 3" detection tape and trace wire, under roadway, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	150	LF	\$126.00	\$18,900.00
43	Miscellaneous compact DIP fittings, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	250	LBS	\$13.00	\$3,250.00
44	Connection to exist. 4" force main, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	2	EA	\$2,500.00	\$5,000.00
45	Cut and cap existing force mains, all sizes, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	2	EA	\$1,000.00	\$2,000.00
46	Topsoil and seeding of trenches, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	1,185	LF	\$9.00	\$10,665.00
47	Concrete driveway / parking lot replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	25	LF	\$355.00	\$8,875.00
48	Gravel driveway / parking lot replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	35	LF	\$29.00	\$1,015.00
49	Asphalt driveway / parking lot replacement, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	40	LF	\$100.00	\$4,000.00
<u>E. Additive Alternates Unit Price Construction Items for Sewer Force Mains Ordered by the Engineer</u>					
50	Class C (2,000 psi) concrete for cradle, blocking, encasement, etc., and all other work required and/or described in the Contract Documents, complete in place and ready for use.	5	CY	\$300.00	\$1,500.00
51	Bituminous (temporary) cold mix asphalt, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	4	TON	\$170.00	\$680.00

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
52	Sewer/ force main markers, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	4	EA	\$75.00	\$300.00
53	Unclassified excavation for undercuts, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	40	CY	\$75.00	\$3,000.00
54	Crushed stone backfill for undercuts, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	40	CY	\$60.00	\$2,400.00
55	6" asphalt binder pavement in trenches, including maintenance and "make up binder, where required, and all other work required and/or described in the Contract Documents, complete in place and ready for use.	40	LF	\$85.00	\$3,400.00

TOTAL BASE BID \$1,546,215.00

ARTICLE IV - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. 1.
2. Supplementary Conditions of Contract
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statutes of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written Notice to Proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents within **270** consecutive calendar days from and including the date to start work established in a written order from the Owner. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention is directed to the provisions for liquidated damages as provided in Paragraph 13 of the Supplementary Conditions, in addition to the Excess Cost of Engineering.

The Contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the project within **270** consecutive calendar days from and including the date to start work established in a written order for the Owner as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of \$200.00 per day for each consecutive calendar day thereafter as provided in Paragraph 13 of the Supplementary Conditions.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

JAMES N. BUSH CONSTRUCTION CO., INC.
Contractor

ATTEST:

By _____

By _____

Title _____

Title _____

CITY OF MT. JULIET, TENNESSEE

By: _____
Mayor

BY: _____
City Manager

By: _____
Utilities Director

Approved as to Form and Legality

By _____
Attorney for the Owner

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

INSERT EJCDC BOND

INSERT EJCDC BOND

AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
COUNTY OF _____) ss

being first duly sworn on oath deposes and says that he is

(attorney) (in fact or agent)
of _____
(bonding company)

surety on the attached Contract for the OLD LEBANON DIRT ROAD SEWER EXTENSION &
GOLDEN BEAR GATEWAY IMPROVEMENTS UTILITY RELOCATION project executed by

JAMES N BUSH CONSTRUCTION CO., INC.
(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned Contract.

Signed _____

Subscribed and sworn to before me

this _____ day of _____, A.D., 20__.

Notary Public _____ County _____)

My Commission expires:

Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Sheet ____ of ____

Owner: _____

Project Name: _____

Location: _____

Contractor: _____

Contract Supplement No. _____

Date: _____

I. DESCRIPTION OF CHANGES INVOLVED

A.

B.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

- | | | |
|----|---|---------|
| 1. | Amount of Original Contract | \$_____ |
| 2. | Net (Addition) (Reduction) due to all previous Contract Supplements | \$_____ |
| 3. | Amount of Contract including all previous Contract Supplements | \$_____ |
| 4. | (Addition) (Reduction) to Contract due to this Contract Supplement | \$_____ |
| 5. | Amount of Contract including this Contract Supplement | \$_____ |

III. CONTRACT SUPPLEMENT CONDITIONS

1. The Contract completion date established in the Original Contract or as modified by previous Change Orders is hereby (extended) (reduced) _____ calendar days, making the final date of completion _____.
2. Any additional work to be performed under this Contract Supplement shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the supplemental contract drawings, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications and Project Specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.
4. The Contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Contract Supplement. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Contract Supplements which exceeds the Original Contract Price by twenty percent (20%).

RECOMMENDED FOR ACCEPTANCE:

WATER MANAGEMENT SERVICES, LLC

ACCEPTED: CONTRACTOR

BY: _____

OWNER:

CITY OF MT. JULIET, TENNESSEE

BY: _____
MAYOR

BY: _____
CITY MANAGER

BY: _____
DIRECTOR OF PUBLIC WORKS

Approved as to Form and Legality

By: _____
Attorney for the Owner

NOTICE OF AWARD

TO: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 20__, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within fifteen (15) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20__.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ this the _____ day of _____, 20__.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is, therefore, _____, 20____.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,

_____ this the _____ day of _____, 20____.

By: _____

Title: _____