

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Mt. Juliet, Tennessee, hereinafter called the "Owner," and \_\_\_\_\_, 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 \_\_\_ day of \_\_\_\_\_, 20\_\_ 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 City of Mt. Juliet, Tennessee Equalization Basin and Pump Station 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.

A. LUMP SUM BID

- 1 The base bid for the furnishing of all labor, materials and equipment required for a complete operating installation as described in the Contract Documents and including all Items of Major Equipment listed as Sub-Item (a.) in the following Tabulation of Major Equipment Items, the Lump Sum of \$ \_\_\_\_\_
  
- 2 The base bid for the furnishing of all labor, materials, and equipment for work associated with the mass grading of the project site including the removal and offsite disposal of all excavated materials, for the Lump Sum of \$ \_\_\_\_\_

B. UNIT PRICE CONSTRUCTION ITEMS

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
3	Square yards of 2-inch Asphaltic Concrete Course, complete in place	5,750	SY	\$ _____	\$ _____
4	Square yards of 8-inch C.W. Binder Course, complete in place	5,750	SY	\$ _____	\$ _____
5	Square yards of 12-inches Class A compacted aggregate stone base, complete in place	5,750	SY	\$ _____	\$ _____

C. SUPPLEMENTAL UNIT PRICE FOUNDATION ITEMS ORDERED BY THE ENGINEER

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
6	Supplemental Unclassified Excavation, complete in place.	300	CY	\$ _____	\$ _____

7	Granular Refill, complete in place.	300	CY	\$ _____	\$ _____
8	Class A Concrete, complete in place.	50	CY	\$ _____	\$ _____
9	Reinforcing Steel, complete in place.	10,000	LBS	\$ _____	\$ _____
10	Class C Concrete, complete in place.	250	CY	\$ _____	\$ _____
11	Ductile Iron Fittings, complete in place.	10,000	LBS	\$ _____	\$ _____

**TOTAL BID \$ \_\_\_\_\_**

**ARTICLE IV - MAJOR EQUIPMENT SELECTION**

It is hereby expressly agreed that the Major Equipment Items which Contractor shall and hereby agrees to furnish and install as part of the work and improvements included within Contract, in full compliance with the Contract Specifications and other Contract Documents for said Section, for the Contract prices hereinabout specified in Article III, and without any other compensation therefore, are the following items of Major Equipment which are manufactured or supplied by the following listed manufacturers or suppliers, to wit:

<u>Section No.</u>	<u>Description</u>	<u>Manufacturer or Supplier</u>
16D	Variable Frequency Drives	_____
16F	Motor Control Centers	_____
22B	Pumps	_____
23B	Odor Control System	_____
24C	SCADA System	_____
25A	Prestressed Tanks	_____

**ARTICLE V - 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. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
2. Supplementary Conditions
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 VI - 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 on or before and not later than **540** calendar days therefrom. 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 from liquidated damages as provided in the Special 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 **540** consecutive calendars as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of \$500.00 per day for each consecutive calendar day thereafter as provided in the Supplementary Conditions.

#### ARTICLE VII - 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)

\_\_\_\_\_  
Contractor

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

**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.