

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR
RFB 1708-0049**

THIS AGREEMENT is by and between the City of Goodlettsville (hereinafter called OWNER) and Contractor (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, In consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cementitious Lining of CMP Culverts

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Goodlettsville CMP Culvert Repair Contract

ARTICLE 3 – OWNER

The project has been designed by the City of Goodlettsville, Tennessee who is hereinafter called OWNER, assume all duties and responsibilities, and have the rights and authority assigned to OWNER in the Contract Documents in connection with the completion of the WORK in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

The contract will be in effect for one year from the date of the contract execution. Contract may be extended for one additional year upon written agreement by both parties.

ARTICLE 5 – CONTRACT PRICE

See Bid Form

ARTICLE 6 – COST OF THE WORK

Cost of Work shall be determined as provided in Article 11 of the General Conditions.

ARTICLE 7 – CONTRACTOR’S FEE

The CONTRACTOR’S fee shall be determined as follows: See Bid Form

ARTICLE 8 – Not Applicable

ARTICLE 9 – PAYMENT PROCEDURES

9.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will indicate the amount of the CONTRACTOR’S fee then payable. Applications for Payment will be processed by OWNER as provided in the General Conditions.

ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into the Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
- B. 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, and performance of the Work.
- C. 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.
- D. 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.
- E. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the CONTRACT DOCUMENTS, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 11 – ACCOUNTING RECORDS

CONTRACTOR shall check all materials, equipment, and labor entering into the Work and shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR’S records, books, correspondence, instructions, drawings, vouchers, memoranda, and similar data relating to the Cost of the Work and CONTRACTOR’S fee. CONTRACTOR shall preserve all such documents for a period of one year after the final payment by OWNER.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance and Payment Bond (if required).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid Form
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in Paragraph 14.01 are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 12.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

- A. Terms used in the Agreement will have the meanings indicated in General Conditions.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interest in the Contract 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 effects of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. 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.

13.04 Severability

- A. 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 formed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2017 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF GOODLETTSVILLE

By: _____
Mayor

By: _____

By: _____
City Attorney

(Corporate Seal)

Address for giving notices:

Address for giving notices:

License No. _____
Expiration Date: _____

(Attach resolution or other documents
Authorizing execution of Owner- Contractor
Agreement)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

