

AGREEMENT
City of Greenfield

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2019.

by and between

“OWNER”: **City of Greenfield, Indiana, by and through its Board of Public Works
10 S. State Street, Greenfield, Indiana 46140**

and

“CONTRACTOR”: **Insituform Technologies USA, LLC
17988 Edison Avenue, Chesterfield, MO 63005**

concerning the following:

“PROJECT”: **2018 Sanitary Sewer Rehabilitation Project**

“WORK”: **Sanitary sewer rehabilitation using the CIPP method for approximately 780 feet of 18-inch sewer; 305 feet of 15-inch sewer; 300 feet of 10-inch sewer; and 4,190 feet of 8-inch sewer. Work will also include construction of two sanitary manholes; approximately 56 lateral repairs using the CIPP method.**

“ENGINEER”: **Cleland Environmental Engineering, Inc.**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other “Contract Documents” as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Federal Construction Contract Provisions;
- .4 General Conditions;
- .5 Davis-Bacon Wage Decision;
- .6 CONTRACTOR's Itemized Proposal and Declarations;
- .7 Technical Specifications;
- .8 Plans;
- .9 City Standards and Specifications;
- .10 INDOT Standard Drawings;
- .11 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .12 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
- .13 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .14 Instructions to Bidders;
- .15 Advertisement or Notice to Bidders; and
- .16 Performance, Payment and Warranty Bonds.

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;

- .2 Calculated dimensions shall govern over scaled dimensions;
- .3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and
- .4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the lump sum of **Seven Hundred Seventy-One Thousand Four Hundred Thirty-Nine and 70/100 Dollars (\$771,439.70)**.
- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.
- ~~3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before June 30, 2019, and Final Completion on or before July 31, 2019.**~~
- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500 per day for delay in achieving Substantial Completion and at the rate of \$100 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

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“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 2019.

Firm Name **Insituform Technologies USA, LLC**

Address **17988 Edison Avenue, Chesterfield, MO 63005**

Telephone No. **(636) 530-8000** Fax No. **(636) 530-8701**

By: 
Signature

Printed: Janet Hass

Title: Contracting & Attesting Officer

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this _____ day of _____, 2019.

For and on behalf of the City of Greenfield by its Board of Public Works.

Chuck Fewell, Mayor

Kelly McClarnon, Member

Larry J. Breese, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date: _____