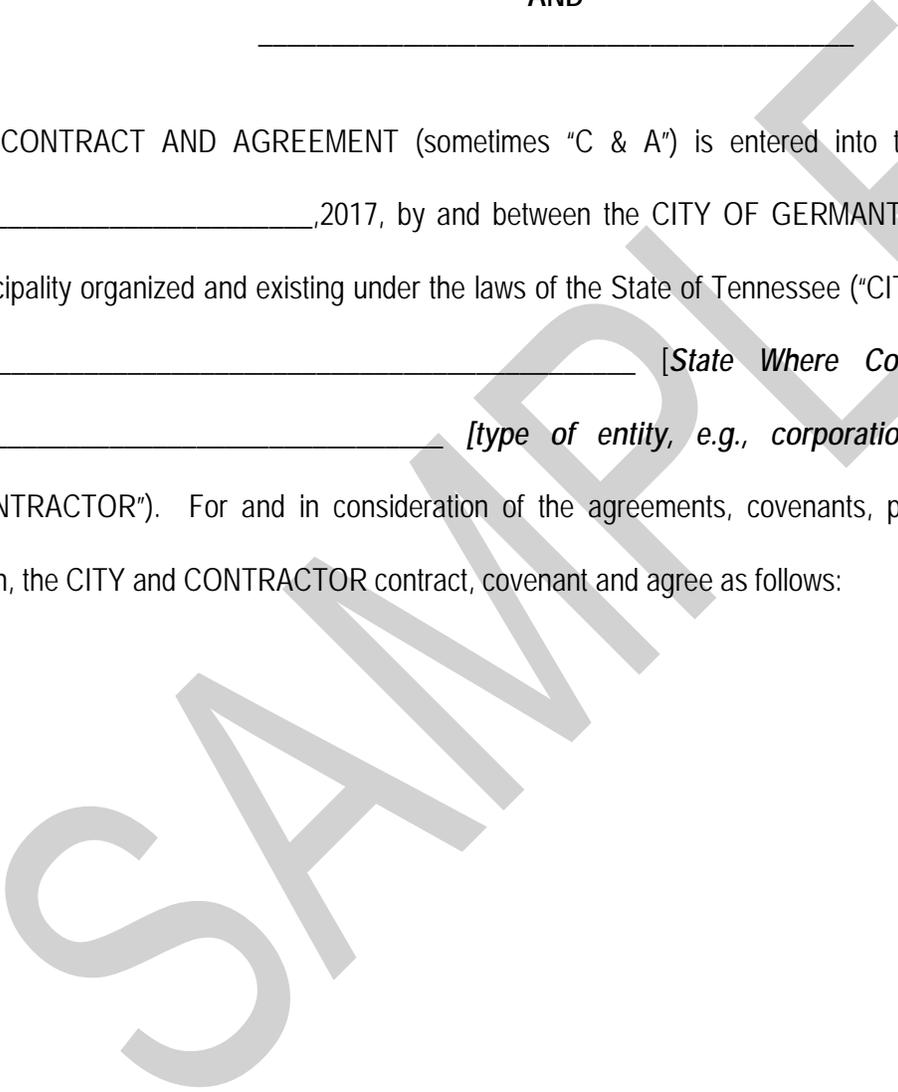


Project Name: _____
Bid Number: _____

CONTRACT AND AGREEMENT BY AND BETWEEN
THE CITY OF GERMANTOWN, TENNESSEE
AND

This CONTRACT AND AGREEMENT (sometimes "C & A") is entered into this _____ day of _____, 2017, by and between the CITY OF GERMANTOWN, TENNESSEE, a municipality organized and existing under the laws of the State of Tennessee ("CITY" OR "OWNER"), and _____, a _____ [State Where Contractor Established] _____ [type of entity, e.g., corporation, LLC, partnership] ("CONTRACTOR"). For and in consideration of the agreements, covenants, payments and promises herein, the CITY and CONTRACTOR contract, covenant and agree as follows:



ARTICLE I

One (1) set of complete Contract Documents is on file in the Procurement Department. The parties expressly agree that the following documents are a part of this C & A:

Advertisement for Bids	A
Special Notice	B
Information for Bidders	C-1 thru C-6
Drug & Alcohol Policy	D-1 thru D-3
Title VI Form	E-1 thru E-2
Bid Form	F-1 thru F-3
Addenda Acknowledgment Form	F (A-1)
Bid Bond	G
Information for Successful Bidder	H-1 & H-2
Contract and Agreement	I-1 thru I-8
Payment Bond	J-1 thru J-3
Performance Bond	K-1 thru K-3
Germantown Insurance Requirement	L
Affidavit of Contractor	M-1 thru M-2
Waiver and Release of Lien	N
Certificate of Payment to Contractor	O-1 thru O-2
Notice of Award	P
Notice to Proceed	Q
Notice of Project Acceptance	R
Change Order Form	S
General Provisions	GP-1 thru GP-21
Special Conditions	SC-1 thru SC-10

TECHNICAL SPECIFICATIONS

Summary of Work	01010
Cutting and Patching	01045
Field Engineering	01050
Reference Standards	01090
Measurement Basis of Payment	01150
Application for Payment	01152
Construction Schedules	01310
Shop Drawings, Project Data, and Samples	01340
Testing Laboratory Services	01410
Construction Aids	01520
Barriers	01530
Security	01540
Temporary Controls	01560
Traffic Regulation	01570
Material and Equipment	01600
Contract Closeout	01700
Cleaning	01710
Project Records Documents	01720

Preparatory Work	01800
Excavating, Filling, and Grading	02210
Trenching, Backfilling, and Compaction	02221

CONSTRUCTION DRAWINGS

Plan View and Detail	1
Traffic Control	2

SAMPLE

ARTICLE II

CONTRACTOR agrees to furnish and pay for all material, supplies, tools, equipment, labor and other services required to do and perform all the work required to complete the Project as described in the Contract Documents within _____ (_____) consecutive calendar days after the day specified in the Notice to Proceed (**FORM Q**) as the last day upon which the Contractor is to proceed, all in strict and complete compliance with the terms and conditions of this C & A and with the other Contract Documents for this Project, all of which shall be deemed a part hereof as fully and completely as if set out and copied verbatim herein. The CITY agrees to pay the CONTRACTOR for said work described in Article II as shown on the attached BID FORM and pursuant to the terms and conditions of this C & A and the other Contract Documents.

No payments under this C & A will be made except upon presentation of the monthly estimate form prepared by CONTRACTOR and approved by the CITY, which shall show that the work covered by the periodic Certificate of Payment Form has been done and the payments therefor are due in accordance with this C & A.

The first estimate shall be of the value of the work completed within the first thirty days from the commencement of performance by the CONTRACTOR pursuant to this C & A. Every subsequent monthly estimate shall be for the work done since the CONTRACTOR's commencement of performance of this C & A, less the amount previously paid. If the CONTRACTOR fails to adhere to the program of completion provided for in the Contract Documents, the CITY shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages (if any) to the date of said estimate until such time as compliance with the program has been restored.

The monthly estimates shall be submitted on a form acceptable to the CITY signed by the City Engineer, architect or other professional retained by the CITY relative to the Project, if any. Such estimates shall be subject to the approval of the CITY. If the CITY approves such estimates, the CITY, subject to the foregoing provisions, will pay or cause to be paid to the CONTRACTOR, in the manner provided by law, the amount equal to NINETY-FIVE PERCENT (95%) of the estimated value of the work performed.

The CONTRACTOR shall, as soon as practical after final acceptance of the work under the C & A, make a final estimate of the amount of work done hereunder and the value thereof. Such final estimate shall be checked, approved and signed by the engineer/architect retained by the CITY relative to the Project, if any, and the official representative of the CITY. After such approval, the CITY shall pay, or cause to be paid, the CONTRACTOR, in the manner provided by law, the entire sum so found to be due hereunder after deducting there from all previous payments and such other lawful amounts as the terms of this C & A prescribe. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR shall deliver to the CITY a complete release of all claims or liens arising out of this C & A with an affidavit that all material suppliers and laborers to or on the Project have been paid. The CONTRACTOR may furnish a bond satisfactory to the CITY to indemnify the CITY against any claim or lien if a subcontractor refuses to furnish a release or receipt in full. If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys fees incurred by the OWNER in defending against such claim or lien. In no case will final payment be made in less than thirty (30) days after completion of the work and the acceptance of same by the OWNER. Nothing contained herein shall be construed as signifying that a materialman or laborer has a right to a lien on the Project, as such liens are not permitted by Tennessee law. Any party giving notice to the OWNER that such party has not been paid by the CONTRACTOR shall be referred by the OWNER to the

CONTRACTOR and the surety on the bonds required to be posted by the CONTRACTOR relative to the Project.

SAMPLE

ARTICLE III

CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official holds a direct or indirect interest in this C & A. CONTRACTOR pledges that he will notify the Finance Director of the CITY in writing should any CITY official become either directly or indirectly interested in this C & A. CONTRACTOR declares that as of the date of this declaration he has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY, any sum of money or other thing of value for aid or assistance in obtaining this C & A. CONTRACTOR further pledges that neither he nor any other officer or employee of CONTRACTOR will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this C & A.

SAMPLE

ARTICLE IV

CONTRACTOR agrees to indemnify and save the CITY, CITY officers, CITY agents, and CITY employees harmless from and against all loss and expense, including court costs and attorneys' fees, by reason of liability imposed on the CITY, CITY officers, CITY agents, or CITY employees, for damage because of bodily injury, death or property damage arising out of or in consequence of the performance of the work under or in any manner related to this C & A, whenever such injury, death or damage is due or claimed to be due to the negligence of the CONTRACTOR, his subcontractors, officers, agents, and/or employees.

In the event the CITY shall have occasion to either defend or assert its rights under this C & A in a court of law or equity, before a board of arbitration or otherwise, and if the CITY shall prevail in any such action, either as defendant or plaintiff (as the case may be), CONTRACTOR shall pay any and all costs of such action, including court costs and reasonable attorneys' fees, incurred by the CITY in asserting or defending its rights under this C & A.

All personal pronouns used in the Contract Documents, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.

WITNESS the due execution hereof, effective _____, 2017 which date is the date of the signature of the Mayor as attested to by the City Clerk/Recorder under seal of office.

[CONTRACTOR NAME]

By: _____

Title: _____

Address: _____

Telephone No.: (_____) _____

Fax No.: (_____) _____

CITY OF GERMANTOWN, TENNESSEE

By: _____

Mike Palazzolo, Mayor

I certify that on the ____ day of _____, 2017, the signature of the Mayor was attested to by the City Clerk under seal of office on the original of this CONTRACT AND AGREEMENT.

City Clerk/Recorder

Date: _____

Approved as to form:

City Attorney

Date: _____