

**WATER CONTRACT FOR
PUBLIC AND PRIVATE WATER LINES FOR
BELLEVUE COMMUNITY CENTER & PREDS ICE CENTER**

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, between Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation, hereinafter referred to as the "District," and **Metropolitan Government of Nashville and Davidson County**, hereinafter referred to as the "Developer."

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the District has installed large storage reservoirs, large pump stations and large distribution lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the District will in the future be responsible for the repair, maintenance and replacement of said public lines herein provided for, and for the maintenance of the total public system, and other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

The District hereby agrees to and will permit the Developer to connect onto the District's **existing twelve inch (12") water line located on the west side of the One Bellevue Place loop drive**, for water service to **Bellevue Community Center & Preds Ice Center**, subject to the installation and dedication of the facility by the Developer, and acceptance in writing by the

District of any required extensions of the District's existing water lines necessary to serve the development in accordance with Exhibits A, B and C, hereto.

The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the District on November 5, 2018, (Exhibit B), and the District's standard specifications for water lines dated December, 2016 (Exhibit C). Exhibits A, B and C are made a part of this Agreement.

The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and completely install the same at no cost whatsoever to the District, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract with Civil Constructors, which has entered into a subcontract with American Constructors in the amount of \$192,477.23, which is described in Exhibit D, attached hereto.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the District and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, meter boxes, fittings, valves or connections shall be covered until inspected and approved for backfill by the District.

It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, meters, meter boxes, fittings, valves and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

In the event of change in the plat, plans or specifications (but not the District's standard specifications) for the development or the lines or appurtenances to be installed referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Agreement, as though set out verbatim herein, and a copy of said changed plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the properties conveyed to the District by the Developer.

In addition to the costs of the materials and installation herein provided for, the Developer hereby agrees to and will pay to the District upon the execution of this Agreement an amount equal to ten percent (10%) of the fair market value of said construction as determined by the District, said amount to be paid being \$19,247.72 which is to cover the District's inspection, overhead and administrative costs. The Developer further agrees:

(1) That the Developer will immediately repair or have repaired at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date said public lines, meters, meter boxes, fittings, valves and appurtenances and other required facilities are accepted in writing by the District.

(2) That upon failure of the Developer to take immediate steps after proper notification to make such repairs, the District is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(3) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(4) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned **Sewer Contract For Public And Private Sewer Lines For Bellevue Community Center & Preeds Ice Center.**

The District retains the exclusive rights to further extend the public lines at no expense to the Developer at any time it sees fit, and upon the completion of the facilities to be dedicated to the District, the Developer hereby represents and warrants that same shall be paid for in full and that no liens or encumbrances shall remain in regard to said public facilities or the installation thereof.

By the execution of this Agreement, the Developer hereby represents and warrants that both the public and private water lines, meters, meter boxes, fittings, valves and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned, and Developer expressly warrants the public facilities constructed by Developer against defects in workmanship for a period of one (1) year from the date of acceptance in writing of the public facilities by the District.

It is agreed that the District shall have exclusive title and ownership of all public facilities, i.e., the individual water meters serving the development and all facilities on the

District's side of the said meters, and the Developer hereby conveys to the District, free and clear of all encumbrances, all of said public facilities without the necessity of any further contract or deed, subject only to the acceptance in writing of said facilities by the District. The Developer shall, upon request of the District, execute and deliver a Deed of Conveyance of all of said property, suitably acknowledged for registration.

The Developer and the District agree that the fees set forth below shall be paid to the District by the Developer in accordance with this Agreement and the District's Schedule of Rates, Charges and Fees upon the execution of this Agreement. As stated above, however, the Developer must pay all rates, charges and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise, and payment of the fees below is not a representation or confirmation that all such rates, charges and fees have been paid.

Eight Inch (8") Fire Line Tapping Privilege Fee	=\$ 13,000.00
Eight Inch (8") Fire Line Meter	=\$ 8,963.00
Four Inch (4") Domestic Tapping Privilege Fee	=\$ 5,500.00
Four Inch (4") Domestic Meter	=\$ 3,116.00
Two Inch (2") Irrigation Tapping Privilege Fee	=\$ 3,200.00
Two Inch (2") irrigation Meter	=\$ 1,423.00
12" x 8" Tapping Sleeve & Valve Installation by HVUD	=\$ 4,035.00
Three (3) Fire Hydrants @ \$300.00 Each	=\$ 900.00
10% Inspection & Administrative Fee	=\$ 19,247.72
Credit For Plan Review	< - \$ 1,500.00 >
TOTAL AMOUNT OF THIS CONTRACT	=\$ 57,884.72
	NONREFUNDABLE

*pd 3/6/19
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The Developer and the District further agree that in light of the District's commitments, financial and otherwise as set forth in the second paragraph hereof, that all amounts paid hereunder are nonrefundable. The same shall not be returned or refunded in whole or in part regardless of the status of the Developer's financial condition or the status of the construction of the development for whatever reason, even reasons beyond the control of the Developer.

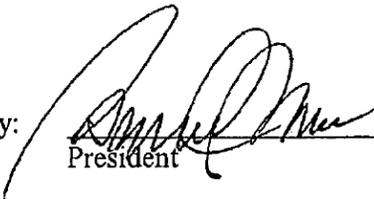
Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF UNDERSTANDING attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

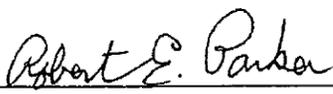
HARPETH VALLEY UTILITIES DISTRICT

Approved as to
Form and Legality

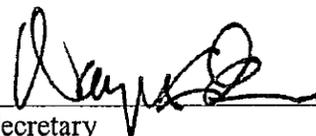
By:



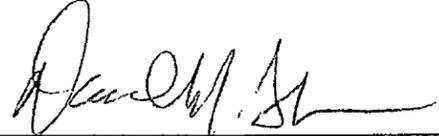
President



Attorney



Secretary



Witness

DEVELOPER: Metropolitan Government of Nashville and Davidson County

By(sign): (see attached signature page)
Name(print): _____
Title(print): _____

ADDRESS: 730 2nd Avenue South
Nashville, TN 37201

TELEPHONE: (615) 862-5050

- Exhibit A - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit B - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit C - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit D - On File at Harpeth Valley Utilities District and at Metropolitan Department of General Services
- Exhibit E - Attached

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Michelle Hernandez-Lane 3/20/19
Purchasing Agent Date

Kay Whittemore 3-20-19
General Services Director Date

Chia M. Patel _____
Director of Public Property Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal 3-20-19
Talia Lomax-O'dneal, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

B. CW 3/21/19
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

R. R. Johnson 3/21/19
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date

**MEMORANDUM OF UNDERSTANDING FOR
WATER CONTRACT FOR PUBLIC AND PRIVATE WATER LINES**

For Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (the "District") water service to Bellevue Community Center & Preds Ice Center (Development).

It is agreed hereto by and between the District and Metro General Services Division of Design & Construction (the "Developer"):

The Developer, his contractor, plumber, or other agents will not be entitled to water or sewer service or connection until final approval of the public and private water and sewer line and appurtenance construction (both on-site and off-site) has been made by the District, and confirmed by the District in writing to the Developer.

Said approval will not be unreasonably withheld.

Proposed Development: Bellevue Community Center & Preds Ice Center

DEVELOPER: Metro General Services Division of Design & Construction

By (sign): (See attached signature page)
Name (print): _____
Title (print): _____

HARPETH VALLEY UTILITIES DISTRICT

By (sign): 
Name (print): WAYNE ERICKSON
Title (print): SECRETARY

EXHIBIT E

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Michelle Hernandez Lane 3/20/19
Purchasing Agent Date

Jay Wittenm 3-20-19
General Services Director Date

Wm. Moore _____
Director of Public Property Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal 3-20-19
Talia Lomax-O'dneal, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

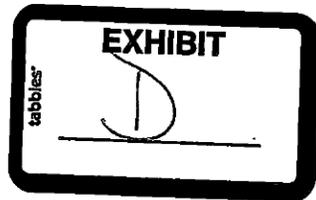
B. CW 3/21/19
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

N. Alex D. Johnson 3/21/19
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date



EXHIBIT

D

tabbles

P.O. Box 685
Franklin, Tennessee 37065



Telephone (615) 236-9000
Fax (615) 236-9001

REVISED BID PROPOSAL:

VIA: Email (derekm@americanconstructors.us)
TO: American Constructors
ATTN: Derek Martin
DATE: October 10, 2018
RE: Bellevue Community Center & Ice Arena
FROM: Todd Ketner

Civil Constructors, LLC is pleased to offer the following proposal for the site work involved with the above referenced project. This bid proposal is based on the plans by Lose Design dated September 27, 2018 with updated sanitary sewer information and local government requirements.

For the Sum of: **\$1,635,630.50** , of which

SITE GRADING:	\$1,039,218.53
STORM DRAINAGE:	\$289,465.11
SANITARY SEWER:	\$114,469.63
DOMESTIC WATER & FIRE LINES:	\$192,477.23

UNIT PRICES:

UNDERCUT UNSUITABLE SOIL & HAUL OFF-SITE:	\$20.83 /CY
REPLACE UNSUITABLE SOIL WITH OFF-SITE ENGINEERED FILL:	\$31.76 /CY
REPLACE UNSUITABLE SOIL WITH OFF-SITE CRUSHED STONE:	\$34.92 /CY
REPLACE UNSUITABLE SOIL WITH OFF-SITE SHOT ROCK:	\$27.79 /CY

We have included the following:

- Engineering layout and staking for our work.
- SWPPP pre-con and certification provided.
- Traffic control as required for the performance of our work.
- Erosion control including silt fence, rock check dams, stone filter ring, construction entrance, inlet protection, truck washout area, erosion control straw matting on slopes >3:1, and temporary seeding & mulching.
- Site demolition including saw cutting asphalt pavement, saw cutting concrete, saw cutting curbs, removal of curb & gutter, demolition & haul-off of asphalt pavement, demolition & haul-off of concrete pavement.
- Strip and stock-pile topsoil for re-use. Excess topsoil to be disposed of off-site.
- Excavation of building pad to 2' below bottom of footing (601.66') and placement of a two (2) foot thick shot rock pad to 10' outside the building footprint.
- Haul-off of excess excavation from our work only.

- Fine grading to a tolerance of 0.10' in soil and 0.20' in rock (one time only).
- Fine grading of building pad, asphalt paving areas, concrete paving areas, and sidewalks.
- Replacement of topsoil including islands and curbs.
- Installation of storm drainage at locations, depths, sizes and materials as shown on the civil plans.
- Sanitary sewer installation as shown on the plans to within 5' of the building.
- Domestic water lines as shown on the plans are included to within 5' of the building.
- Fire lines as shown on the plans are included.
- Fire line includes run-in to 1' above FFE.
- Full depth stone backfill is included for piping installed in existing public streets only.
- Asphalt pavement repair for utility installation is included.
- Curb and gutter removal and replacement for utility installation is included.
- Removal and replacement of sidewalk as required for utility installation is included.
- Trench rock excavation for utility installation is included. Trench rock removal by hoe-ram.

We have Excluded the following items:

- Performance and payment bond. Add 1% of contract value for inclusion.
- Undercutting of unsuitable materials beyond that listed above within the building pad.
- All on-site excavation is assumed to be suitable for use in fills.
- Import of any fill material.
- Backfill of building pad to subgrade with #57 stone above the shot rock pad is by others.
- Tapping sleeve and valve materials are provided by HVUD with payment of owner's fees.
- All meters, meter strainers, and mxu's are provided by HVUD with payment of owner's fees.
- Downspouts, downspout connections are excluded.
- Installation or removal of gas lines, overhead or underground electric, or any other communication lines.
- Retaining walls.
- Permanent seeding, sodding or landscaping.
- Concrete flatwork or site pavers.
- Temporary site fencing.
- Final as-built surveys beyond as-builts for our utilities.
- Tap, connection, facility use fees, or road closure permits.
- Costs associated with soils testing or monitoring.
- No DBE participation is included in this proposal.
- This proposal is all inclusive. Please contact Civil Constructors concerning any change in scope.
- Any other item not specifically noted as included.