

AGREEMENT FORM

THIS AGREEMENT, made and entered into this the _____ day of _____, 2023, by and between the **Metropolitan Sewerage District of Buncombe County, North Carolina**, hereinafter referred to as the DISTRICT and _____ hereinafter referred to as the CONTRACTOR.

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. The CONTRACTOR will furnish all materials, equipment, supplies, tools, power, fuel and services and perform all labor necessary for contract for services for the restoration of streets and highway rights-of-way following maintenance performed by the Metropolitan Sewerage District of Buncombe County, North Carolina on the wastewater collection system and will construct same in strict conformity with the terms and conditions set forth in the following named documents which are hereto attached and made a part of this contract:

FY 2024 Contract for the Restoration of Non-City of Asheville Road Rights-of-Way Following MSD Wastewater Collection System Maintenance, Project No. 2002101

Notice of Contractors, Special Conditions and Details, Proposal and Bid Sheets, Notice of Award, Agreement, Performance Bond, Payment Bond, Insurance Form, Notice to Proceed and Payment Request forms.

2. The DISTRICT will pay to the CONTRACTOR, on faithful performance of his undertakings hereunder, in lawful money of the United States, the respective unit prices set forth in the aforementioned bid proposal for each unit of work performed or installed by the CONTRACTOR; the estimated sum total of all payments hereunder being: _____
3. The DISTRICT will make payments to the CONTRACTOR as specified in the Specifications.
4. Within a period of 30 days after completion of the work, the DISTRICT will make a final and complete payment in full to the CONTRACTOR on account of this contract; provided that, during said 30 day period, the CONTRACTOR has submitted to the DISTRICT satisfactory written evidence that all payrolls and other costs incurred by the CONTRACTOR in connection with the work have been paid in full; otherwise final payment will be made only after such evidence has been submitted.
5. The CONTRACTOR will commence the work on or as of the date set in a notice from the DISTRICT to proceed with the work, will prosecute same diligently and continuously until completed, and will complete same in conformity with the stated requirements.
6. The CONTRACTOR shall be solely and completely responsible for safety at the job site.
7. As a condition of this contract, CONTRACTOR agrees and warrants and represents that it will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If CONTRACTOR utilizes a subcontractor to perform any part of the work included in the Contract, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties have executed this contract on the day and date first above written in three (3) original counterparts.

WITNESS:

**METROPOLITAN SEWERAGE DISTRICT
OF BUNCOMBE COUNTY, N.C.**

By _____

Thomas E. Hartye, P.E.
General Manager (SEAL)

WITNESS:

CONTRACTOR

By _____

(Proprietorship or Partnership)

Title _____

**CERTIFICATE OF SECRETARY
OF CORPORATION:**

I, _____ certify that I am the Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

SECRETARY

(Corporate Seal)

W. Scott Powell, MSD Finance Director

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act”