

ORDINANCE NO. 74- 17

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH ROAD BUILDERS, INC. OF TENNESSEE FOR CERTAIN STREET IMPROVEMENTS WITHIN THE CORPORATE LIMITS OF MT. JULIET, TENNESSEE.

WHEREAS, the City of Mt. Juliet, Tennessee only received one bid for certain street improvements after publication and advertisement, and

WHEREAS, said bid was from Road Builders, Inc. of Tennessee, which bid is fair and reasonable, and

WHEREAS, time is of the essence to make the necessary street improvements at this time, it being to the best interest and general welfare of the City of Mt. Juliet, and

WHEREAS, because time is of the essence and an emergency exists which requires the City of Mt. Juliet to accept the bid of Road Builders, Inc. of Tennessee.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MT. JULIET, TENNESSEE AS FOLLOWS:

SECTION 1. That the Mayor and City Manager be and they are hereby authorized to accept the bid of Road Builders, Inc. of Tennessee for certain street improvements and to enter into a contract for and on behalf of said City, all as more specifically shown by said Contract and specifications thereto, all of which are attached to this Ordinance and made a part of it by reference.

SECTION 2. That the Board of Commissioners do hereby decree that an emergency exists and that time is of the essence for the acceptance and execution of said Contract.

SECTION 3. That this Ordinance shall take effect from and after its passage, the general welfare of the City of Mt. Juliet, Wilson County, Tennessee, requiring it.

APPROVED AND RECOMMENDED BY:


MAYOR

Robert H. Bull
COMMISSIONER

PASSED:

1st Reading 10-11-74

2nd Reading 10-21-74

3rd Reading 10-22-74

Homer Dean Tomlinson
COMMISSIONER

Darwin M. Weston
CITY MANAGER

ATTEST:

John E. Gurd

APPROVED AS TO FORM:

Wilson West
CITY ATTORNEY

C_O_N_T_R_A_C_T

This Agreement made and entered into this 23rd day of October, 1974, by and between the City of Mt. Juliet, Tennessee, hereinafter called the Party of the First Part and Road Builders, Inc. of Tennessee, hereinafter called the Party of the Second Part.

W I T N E S S E T H:

That for and in consideration of [✓]Seven Thousand Three Hundred Sixty-Six (\$7,366) Dollars and other good and valuable considerations, the parties agree as follows:

1. The Party of the Second Part agrees to perform all street improvements set out in their bid specifications heretofore submitted to said Party of the First Part. Said bid specifications being made a part of this Agreement by reference for which work the Party of the First Part shall pay to the Party of the Second Part the sum of Seven Thousand Three Hundred Sixty-Six (\$7,366) Dollars.
2. The Party of the Second Part shall perform and construct this project under the Standard Specifications of the Tennessee Department of Transportation, dated January 1, 1968, as amended, and additional specifications and special provisions contained in the plans and proposal contract.
3. The Party of the Second Part shall execute and file a good and sufficient Contract Performance Bond in a sum equal to One Hundred (100%) percent of the amount of this Contract.
4. The Party of the Second Part shall secure a certificate of insurance to be furnished to the Party of the First Part on Workman's Compensation - Public Liability (minimum limits of \$100,000/300,000 , bodily injuries - \$50,000, property damage - \$50,000).
5. Party of the Second Part shall furnish all materials, which materials shall meet the Tennessee Highway specifications, and adequate material is to be included for spot patching as shall

be directed by the City Manager.

6. The Party of the Second Part shall perform said street improvements at the places designated in its bid specifications as more specifically shown on said general location map.

7. It is specifically understood between the parties hereto that Article 104.08 (Tennessee Department of Transportation Specifications) is hereby waived, but the Party of the Second Part agrees all roadways and appurtenances shall be left in as good condition as when the Party of the Second Part entered upon this project.

8. Party of the Second Part agrees to perform all work in accordance with its bid specifications and said work is to be performed before November 1, 1974.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above written.

CITY OF MT. JULIET, TENNESSEE,
(PARTY OF THE FIRST PART)

BY: Noland C. Hixhett, Jr.
MAYOR

Darwin W. Upston
CITY MANAGER

ROAD BUILDER, INC. OF TENNESSEE,
(PARTY OF THE SECOND PART)

BY: Donald E. [Signature]