

ORDINANCE NO. 75-6

AN ORDINANCE AUTHORIZING THE MAYOR FOR THE CITY OF MT. JULIET, TENNESSEE TO ENTER INTO A CONTRACT FOR GRADING, PAVING, ETC. FOR EAST CALDWELL STREET

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

Section 1. That the Mayor be, and he is hereby authorized to enter into a contract with Roadbuilders, Incorporated of Tennessee, 301 Plus Park Boulevard, Nashville, Tennessee for the purpose of grading, paving, etc. East Caldwell Street, the said contractors having submitted the least and best bid pursuant to a request for bids advertised in the Lebanon Democrat on June 6, 1975.

Section 2. That the \$11,479.89 contract price to be paid said contractors shall be and the same is hereby authorized to be paid out of the State Street Aid Fund, the same being Account No. 121-43120 and the General Fund, the same being Account No. 110-43100.

Section 3. That this Ordinance be declared an emergency Ordinance because of time involved in said contract.

Section 4. That this Ordinance shall take effect from and after its passage, the welfare of the City of Mt. Juliet, Tennessee requiring it.

APPROVED AND COMMEDED BY:

Robert D. Full
MAYOR

Homer Dean Tomlinson
COMMISSIONER

Nelard C. H. Whittey
COMMISSIONER

Garrett W. Whittey
CITY MANAGER

PASSED:

1st Reading 7-7-75

2nd Reading 7-9-75

3rd Reading 7-14-75

ATTEST:

Garrett W. Whittey

APPROVED AS TO FORM:

Walter A. West
CITY ATTORNEY

C O N T R A C T

E A S T - C A L D W E L L - S T R E E T

This agreement made and entered into this 15th day of July, 1975, 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 Eleven Thousand Four Hundred Seventy Nine Dollars and Eighty Nine Cents (\$11,479.89) and other good and valuable considerations, the parties agree as follows:

The Party of the Second Part agrees to furnish all labor and materials and complete the work in accordance with the bid specifications. Said bid specifications being attached and made a part of this agreement.

The Party of the First Part agrees to make monthly progress payments to the Party of the Second Part on account of work performed under this contract until all work has been satisfactorily completed and invoiced following which final payment will be made within 30 days. The monthly progress payments shall be paid within 10 days following the end of the previous month, receipt of invoice from Party of the Second Part, whichever is late. The amount of each monthly progress payment shall be 90% of the total value of the work performed through the preceding month less previous payments. The final payment shall be for 100% of the value of the work less all previous payments.

All materials are guaranteed to be as specified. All work is to be completed in a workman like manner and in accordance with bid specifications.

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: Robert W. Bull
MAYOR

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

BY: Donald G. Chambers
By Larry L. Tickers

City of Mt. Juliet