

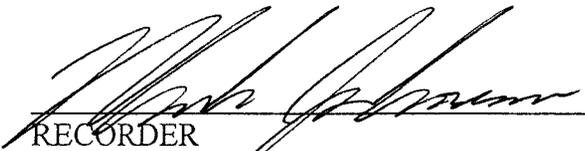
RESOLUTION NO. R2009-24

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A REQUIREMENTS CONTRACT WITH G.W. & SON EXCAVATING AND GRINDING WORK COMPANY FOR ALL BRUSH CHIPPING SERVICES REQUIRED BY THE TOWN AT THE RATE OF \$325.00 PER HOUR FOR THIRTY SIX (36) MONTHS. A COPY OF SAID AGREEMENT AND THE CONTRACTOR'S PROPOSAL IS ATTACHED HERETO.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into a requirements contract with G.W. & Son Excavating and Grinding Work Company for all brush chipping services required by the Town at the rate of \$325.00 per hour for thirty six (36) months. A copy of said Agreement and the contractor's proposal is attached.



MAYOR



RECORDER

3/9/09

DATE

3/9/09

DATE

CONTRACT

THIS CONTRACT, made this 1st day of February, 2009, by and between the Town of Signal Mountain, Tennessee, a Municipal Corporation of Hamilton County, Tennessee (hereinafter called the "Town") and G. W. & Son Excavating & Grinding Work (hereinafter called the "Contractor").

WHEREAS, the Contractor has submitted a bid to the Town of Signal Mountain to provide contracted services for brush chipping for five cities involved in an inter-local agreement for the same service, a copy of which is attached hereto and made a part hereof by reference.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Town of Signal Mountain agrees to enter into this requirements contract with Contractor for all brush chipping services required by the Town of Signal Mountain during the term of this Contract. However, Contractor recognizes that the other cities may elect to discontinue that city's participation in said inter-local agreement. Should one of the other four cities elect to discontinue its participation in said inter-local agreement, the Contractor shall continue to provide brush chipping services for the Town of Signal Mountain and any of the other cities who remain parties to said inter-local agreement.
2. Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide contracted services for brush chipping as specified in the Contract Documents and to perform all of the work called for and described in the Contract Documents at the rate specified in the Contract Documents during the term of this Contract.
3. The "Contract Documents" shall include the following documents, and this Contract does hereby expressly incorporate the same by reference as if fully set forth verbatim in this Contract:
 - (a.) The Request for Bid for Contracted Services for Brush Chipping from the Town of Signal Mountain on behalf of the five cities involved in the referenced inter-local agreement for the provision of the same service.
 - (b) The Instructions to Bidders.
 - (c) The Contractor's Bid Proposal for Contracted Services for Brush Chipping.
 - (d) The General Specifications applicable to Contractor's Proposal.
 - (e) The Ordinance(s) and/or Resolutions of the City authorizing the work and services contemplated herein.

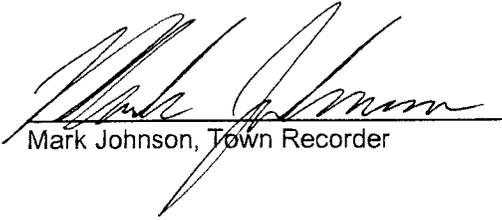
- (f) The Contractor's Performance Bond.
 - (g) Appendices contained within the bid documents.
 - (h) Any other addenda or changes to the foregoing documents agreed to in writing by both of the parties hereto.
4. Term As provided in the General Specifications of the Bid Documents and to the Request for Bids, the term of this Contract shall be for a three (3) year period, beginning February 1, 2009, and ending three (3) years thereafter. The initial three (3) year term of this Contract shall automatically be extended for successive additional one (1) year terms (according to State law) unless either party notifies the other party, in writing, not less than one hundred eighty (180) days prior to the expiration of the initial three (3) year term or of any successive one (1) year term, of a party's intention to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested. Such written notice shall be served upon the Town Manager for the Town of Signal Mountain, 1111 Ridgeway Avenue, Signal Mountain, TN 37377, and upon a representative designated by the Contractor to G. W. & Son Excavating & Grinding Work, 253 Presley Road, Vonore, TN 37885, or to such other address as the Contractor shall designate in writing.
5. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made, except with the written consent of the parties, which consents shall not be unreasonably withheld.
6. No amendment shall be constructed to release either party from any obligation of the Contract Documents, except as specifically provided for in such written amendment. The failure of Contractor to provide brush chipping services within 60 days of any request for services by the Town shall constitute a basis for default by Contractor under the terms of this Contract.
7. This Contract is entered into subject to the following conditions:
- (a.) The Contractor shall procure and keep in full force and effect, throughout the term of this Contract, all of the insurance policies specified in, and required by the Contract Documents.
 - (b.) The Contractor shall procure and keep in full force and effect, throughout the term of this Contract, all of the insurance policies specified in, and required by the Contract Documents.
 - (c.) In the event that any provision or portion thereof of any Contract Document shall be declared invalid or unenforceable, by a court having competent jurisdiction, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of

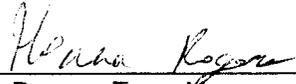
any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seal at Signal Mountain, as of this 10th day of March, 2009.

ATTEST:

TOWN OF SIGNAL MOUNTAIN, TENNESSEE


Mark Johnson, Town Recorder

By: 
Honna Rogers, Town Manager

G. W. & SON EXCAVATING & GRINDING WORK

By: 