

RESOLUTION NO. 181

RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF MOUNT CARMEL,
TENNESSEE, APPROVING CONTRACT WITH STATE OF
TENNESSEE, DEPARTMENT OF TRANSPORTATION
CONTRACT NUMBER 99-366.

WHEREAS, Mount Carmel Municipal Code Section 1-401 provides the Board of Mayor and Aldermen with the authority to enter into contracts; and

WHEREAS, Mount Carmel Municipal Code 1-402 allows the Mayor to negotiate agreements and present same to the Board of Mayor and Aldermen for approval; and

WHEREAS, The Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, believe it to be in the best interest of the citizens of Mount Carmel to enter into Contract Number 99-366 with the State of Tennessee, Department of Transportation, which provides for installation of pavement markings on various roads; and

WHEREAS, The contract 99-366 which is attached to this Resolution should be approved the public health and welfare requiring it; and

WHEREAS, The Board of Mayor and Aldermen pursuant to Mount Carmel Municipal Code 1-403 authorize and direct that the Mayor do all things necessary to validate and make Contract 99-366 legally binding; and

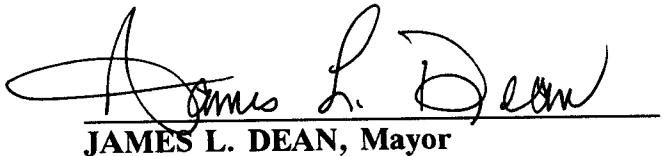
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:**

Section 1. Contract 99-366 attached hereto between the Town of Mount Carmel, Tennessee, and the State of Tennessee, Department of Transportation is approved;

Section 2. The Mayor is directed and authorized to do all things necessary to validate and make the above-noted contract and agreement legally binding;

Section 3. This Resolution shall take effect upon its passage the public welfare requiring it.

A D O P T E D this 27 day of May, 1999.


JAMES L. DEAN, Mayor

ATTEST:

Nancy Carter
NANCY F. CARTER, Recorder

APPROVED AS TO FORM:

Michael A. Faulk
LAW OFFICE OF MICHAEL A. FAULK

FIRST READING	AYES	NAYS	OTHER
WAYNE ALLEY			
HENRY BAILEY	✓		
EUGENE CHRISTIAN	✓		
JAMES DEAN, MAYOR	✓		
GARY LAWSON			
THOMAS WHEELER	✓		
CARL WOLFE	✓		
TOTALS	5	0	0

PASSED FIRST READING:

5-27-99

AGREEMENT NO: 99-366

This AGREEMENT is entered into on this _____ day of _____, 19____, between the STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION, hereinafter "Department", and the TOWN of Mount Carmel, hereinafter "Local Government", for the purpose of providing an understanding between the parties of the Local Government's obligations for implementation of a highway safety improvement project under the Hazard Elimination Program, being Project No. STP-H-9108(20), that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The Department agrees to pay for 100% of the actual Project costs up to \$12,000.00. All other costs will be paid for by the Local Government.

STANDARD TERMS

1. The Local Government shall submit invoices, in a form acceptable to the Department with all necessary supporting documentation, prior to any payment of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged for the period invoiced, the amount charged to date, the total amounts charged under this Contract for the period invoiced and the total amount charged to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to

both parties hereto.

2. The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptable of any part of the work or service provided nor as an approval of any of the costs invoiced therein. The Local Government's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment shall be reduced for overpayments, or increased for under-payments on subsequent invoices.

3. Should a dispute arise concerning payments due and owing to the Local Government under this Contract, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

4. The Local Government understands that the construction phase of the Project will be commenced immediately following the completion of all of its applicable responsibilities in accordance with a schedule that will provide for at least fifty percent completion of the construction phase within one year from its commencement and thereafter continued without interruption until completed in accordance with the provisions of "EXHIBIT A". The failure of the Local Government to follow the schedule for the construction phase will be construed as a breach of this Agreement.

5. The Local Government understands and agrees that if such a breach occurs the Local Government will be subject to repayment of all sums of money

paid to the Local Government.

6. The Department is not bound by this Contract until it is approved by the appropriate Department officials as indicated on the signature page of this Contract.

7. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

8. The Department may terminate the Contract by giving the Local Government at least ninety (90) days notice before the effective termination date. The Local Government shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.

9. The Local Government agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21).

10. It is the policy of the Department that minority business enterprises (MBEs) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of subcontracts financed with Federal funds. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract. The Local Government agrees to ensure that such MBEs have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Contract. In this regard, the Local Government shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform subcontracts.

11. If the Local Government fails to properly perform its obligations under this Contract or violates any terms of this Contract, the Department shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Contract by the Local Government.

12. The Local Government agrees that when the construction phase is completed, it will provide the Department with a written certification that the Project was constructed in accordance with the terms of this Contract.

13. The Local Government understands that if there is a determination by the Federal Highway Administration that part or all of the sums of money paid to the Local Government are ineligible for federal funds participation because of the failure to the Local Government to adhere to federal law and regulations, the Local Government will be obligated to pay the Department the sum of money declared ineligible by the Federal Highway Administration.

14. The Local Government agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of this agreement and subject the Local Government to the repayment of all damages suffered by the State and or the Tennessee Department of Transportation as a result of said breach.

15. Each party agrees to maintain the improvements made under the Project which are located on a road under its jurisdiction, with the exception of all

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

TOWN OF Mount Carmel

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
Mayor

By: _____
J. Bruce Saltsman, Sr.
Commissioner

**APPROVED AS TO FORM AND
LEGALITY**

**APPROVED AS TO FORM AND
LEGALITY**

By: _____
Town Attorney

By: _____
C. Timothy Gary
General Counsel

**CERTIFIED FOR THE AVAILABILITY
OF FUNDING**

By: _____
Mike Shinn
Director of Finance

electrically operated devices together with their related equipment, wiring and appurtenances which the Local Government agrees to maintain. In addition, the Local Government agrees to provide electric power to said devices.

16. Records of costs shall be kept by the Local Government and shall be available for inspection and copying by the Department during normal business hours for a period of not less than three years following the completion or termination of the Project.