



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-173-2020

File Number: RES-20:199

Enactment Number: R-EN-173-2020

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHELBY RAILROAD SERVICE, INC. FOR THE INDUSTRIAL RAIL LEAD MAINTENANCE CONTRACT - JOB NO. 2020:28

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Industrial Rail Lead Maintenance Contract; and

WHEREAS, the low bidder and the firm selected for the Industrial Rail Lead Maintenance Contract is Shelby Railroad Service, Inc.; and

WHEREAS, if Shelby Railroad Service, Inc. and the City of Jonesboro desires, this contract can be extended for up to an additional 24 months; and

WHEREAS, the funding for the execution of the contract shall come from the Capital Improvements budget and compensation shall be paid in accordance with the contract documents.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section1: That the City of Jonesboro shall accept the low bid and enter into a contract with Shelby Railroad Service, Inc. for City of Jonesboro, Arkansas Industrial Rail Lead Maintenance.

Section 2. The funding for the execution of the contract shall come from the Capital Improvements budget and compensation shall be paid in accordance with the contract documents

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2020.

VII. CONTRACT

THIS AGREEMENT made this 8th day of December, 2020, by and

between Shelby Railroad Services, Inc.

(a Corporation organized and existing under the laws of the State of Tennessee)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the City of Jonesboro, Arkansas Industrial Rail Lead Maintenance, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work from January 2021 until December 2021 (except as modified in the GENERAL CONDITIONS of these Contract Documents). **Time between individual inspections shall not exceed 28 days.** If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract. If agreeable to both the Owner and the Contractor, this contract can be extended for up to

an additional 24 months.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|------------------------------|--|
| a. This Agreement (Contract) | g. Supplemental General Conditions |
| b. Addenda | h. Special Conditions |
| c. Advertisement for Bids | i. Technical Specifications including |
| d. Instructions to Bidders | Special Provisions |
| e. Proposal | j. Drawings (Plans) |
| f. General Conditions | k. Performance-Payment Bond |
| | l. Division 1 – General Requirements |
| | m. Division 17 – Railroad Roadbed Construction |
| | n. Division 18 – Track Construction |

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

Jennifer Bracken
3021 Shelby Drive
Memphis, TN 38118



Shelby Railroad Service, Inc
(Contractor)
By [Signature]
Title Vice President
3021 Shelby Drive
(Street)
Memphis, TN 38118
(City)