RESOLUTION 07-26

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ACCEPTING THE BID FOR NEW MONUMENT ENTRY SIGNAGE

WHEREAS, the City of Fairview desires to enhance the appearance, identity, and visibility of the City through the installation of new monument entry signage; and

WHEREAS, the City of Fairview requested bids for the construction and installation of new monument entry signage at designated entry points within the City; and

WHEREAS, the City publicly advertised for bids and conducted a bid opening in accordance with applicable purchasing requirements on February 9, 2026; and

WHEREAS, JARVIS SIGNS is the lowest responsive and responsible bidder with a base bid of **$163,692.00**; and

WHEREAS, the Board of Commissioners finds that acceptance of this bid is in the best interest of the City of Fairview and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:

1. That the bid for the project described as **New Monument Entry Signage** is hereby accepted in the total amount of **$163,692.00**.
2. That the Mayor and/or City Manager is hereby authorized and directed to execute all necessary contracts, agreements, purchase orders, and related documents required for the completion of this project, subject to review and approval by the City Attorney if applicable.
3. That this Resolution shall become effective immediately upon its adoption, the public welfare requiring it.

Passed and adopted this 19th day of February, 2026.

Mayor Lisa Anderson

Lisa Anderson, Mayor

ATTEST:

Rachel Jones

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

CONTRACT FOR: CITY OF FAIRVIEW ENTRY MONUMENT SIGNAGE

This Agreement made and entered into as of this 19th day of Feb, 2026 by and between Jarvis Award, Sign and Flag Co. (hereafter "Contractor"), and City of Fairview, a CITY GOVERNMENT organized under the laws of the State of Tennessee (hereafter "Owner").

Whereas City of Fairview published a legal Notice to Bidders pursuant to CITY OF FAIRVIEW ENTRY MONUMENT SIGNAGE and issued drawings and specifications for the construction and performance of specified incidental work; and

Whereas Contractor submitted a proposal dated on February 9, 2026, in accordance with such Notice to Bidders, drawings and specifications; and such proposal was accepted by City of Fairview as the best bid;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Contractor hereby agrees to construct the project in accordance with the drawings and specifications bid upon and provided hereto, and in accordance with all other documents incorporated herein as set forth in this Section, at the stipulated Lump Sum Amount of:

One hundred sixty-three thousand six hundred ninety two dollars $ ($163,692.00)

Contractor shall promptly begin construction on the date specified hereafter in the written Notice to Proceed provided by City of Fairview's Consultant and shall fully complete all work within three hundred sixty-five (365) calendar days.

Should Contractor fail to complete all work within three hundred sixty-five (365) calendar days, Contractor shall pay City of Fairview $250 per day as liquidated damages for each calendar day required for the completion of the contract beyond the time stipulated. Additionally, Contractor shall pay City of Fairview $250 per day as liquidated damages for each calendar day that all punch-list work and submission of all close-out documents remain incomplete beyond thirty (30) days from the date of substantial completion.

A. Contractor agrees to execute a Performance Bond in an amount equal to 100% of the contract sum with Surety to be approved by the Mayor and City Attorney, or their designated representatives, as security for full and faithful performance of the contract and for the payment of labor and material furnished.

B. City of Fairview reserves the right to require that Contractor provide an additional bond or bonds in such form and amount, and with such surety or sureties as approved by City of Fairview, should City of Fairview determine that the surety or sureties provided by Contractor to be insufficient to cover the performance of Contractor's work. In such event, no further

payment shall be due Contractor until such new or additional bonds shall be provided in the manner and form satisfactory to City of Fairview. This Contract shall not take effect until such Bond has been executed and approved.

C. Contractor agrees to maintain the different types of insurance deemed appropriate by City of Fairview as expressly set forth in the Contract Specifications with insurance companies acceptable to City of Fairview at Contractor's sole cost and expense and shall provide evidence of such insurance to City of Fairview contemporaneous with the commencement of this Agreement.

Upon completion of all work to be performed under this Agreement, Contractor shall provide a written statement of all work performed. Any outstanding balance owed by City of Fairview shall be paid to Contractor or Contractor's successors or assigns out of the funds designated by City of Fairview for this project, excepting therefrom any sum to be lawfully retained under the terms of this Agreement, and all such funds as may be due to City of Fairview.

The Project Manager of City of Fairview or his/her designated representative shall have the right to suspend the work provided for herein due to any default by Contractor, and such suspension shall not affect the right of City of Fairview to any damages for such breach.

The City Manager of City of Fairview or his/her designated representative reserves the right to discharge the Contractor for breach of any provision of this Contract, and such discharge shall not affect the right of City of Fairview against Sureties on the bond provided.

It is agreed an enumeration of drawings, specifications and addenda which form a part of this Contract, as set forth in Article 2 of the General Conditions, "Contract Documents", is as follows:

Bidding and Contract Requirements

Section 000115 ..... Index of Drawings
Section 001116 ..... Notice to Bidders
Section 002113 ..... Instructions to Bidders
Section 002513 ..... Prebid Meeting
Section 004100 ..... Bid Form
Section 004373 ..... Proposed Schedule of Values Form
Section 004500 ..... Certificate of Drug Free Workplace
Section 004500 ..... Certificate of Non-discrimination
Section 004501 ..... Tennessee Iran Divestment Act
Section 005000 ..... Construction Contract
Section 006100 ..... Bid Bond
Section 006113 ..... Performance Bond
Section 006500 ..... Partial Release of Liens for Subcontractors
Section 006500 ..... Final Release of Liens for Subcontractors
Section 006500 ..... Final Release of Liens for General Contractors

Section 007200..... General Conditions of the Contract

Witness the signatures of the parties hereto, by their duly authorized officers, on the day and year first written.

CONTRACTOR:

Jarvis Award, Sign and Flag Co.
Contractor's Company Name

Corporate Secretary - Signature

Signature

Rebecca Jarvis
Printed or Typed Name

President
Title

CITY OF FAIRVIEW:

Lisa Anderson

Signature

Lisa Anderson
Printed or Typed Name

Mayor
Title

ATTESTED:

Rachel Jones

Signature

Rachel Jones
Printed or Typed Name

City Recorder
Title

END OF SECTION 005000