

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## TABLE OF CONTENTS

<u>CONTRACT DOCUMENTS</u>	<u>PAGES</u>
Agreement	2-12
Instructions to Bidders	13
Contractor's Proposal Form	14
Bid Proposal	15
Images	16
Drug-Free Workplace Affidavit	17
Title VI	18-19
Application Forms and Information Collection Requirements	20
Policy of Nondiscrimination	21
LEP Procedure	22
Certificate of Insurances	(please provide upon award of bid)

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

This City and State Road Pavement Services Agreement ("**Agreement**") is made by and between The Town of Ashland City, Tennessee ( hereafter referred to as "**City**"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address at 101 Court St., Ashland City, TN 37015, and \_\_\_\_\_ (hereafter referred to as "**Contractor**"), (a corporation) / (a partnership) / (a sole proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office address at

\_\_\_\_\_.

## WITNESSETH

**WHEREAS, Contractor** has substantial skill, equipment and experience in conducting the type of pavement services required by the Town of Ashland City Public Utilities/ Public Works Department on City roads within the Town of Ashland City service area (all hereafter referred to as "Pavement Resurfacing Services"); and

**WHEREAS,** the **City** desires to hire a **Contractor** to conduct Pavement Repair Services, and

**WHEREAS, Contractor** desires to provide such Pavement Resurfacing Services to the **City** on the terms and under the conditions contained in this **Agreement**.

**NOW THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

### **ARTICLE 1. TERM**

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from September 8, 2020 through May 31, 2021 (the "Term").

### **ARTICLE 2. STATEMENT OF WORK**

**Contractor** shall provide Pavement Services as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. The Contractor shall provide a bid as set out in the bid document which provides for an

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

itemized list of roads and a price per road and linear feet. The City may at its option depending on the prices of the bids accept to have all roads paved or to only have a portion of the roads paved.

## ARTICLE 3. COMPENSATION

In consideration of the Pavement Services provided by **Contractor** hereunder, the **City** will pay to **Contractor** for work performed / services rendered a sum of money as provided in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this agreement whatsoever, any said payments to any such sub-contractor(s) being the sole liability and responsibility of **Contractor**.

## ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that **Contractor** will provide the Pavement Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Contractor** nor any of **Contractor's** employees, agents, representatives or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment insurance, or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither **Contractor** nor any of **Contractor's** employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City's** employees, including without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or worker's compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security or federal, state or local income taxes, for or on behalf of **Contractor** or any of **Contractor's** employees, agents, representatives or sub-contractors. **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for **Contractor** and any of **Contractor's** employees, agents, representatives or sub-contractors. Nothing in this **Agreement** shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

contained in this **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

## ARTICLE 5. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this **Agreement** or any rights, duties or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

## ARTICLE 6. NO THIRD PARTY BENEFIT

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

## ARTICLE 7. INDEMNITY

(A) **Contractor** agrees to indemnify, defend, and hold harmless the **City**, its' elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgments, or proceedings of any kind, including, but not limited to, any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the **City** arising out of or related to the following:

- (1) any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or
- (2) the negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its' employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property (including the real or personal property of third parties).

## ARTICLE 8. TERMINATION AND BREACH

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

(A) This **Agreement** shall continue in full force and effect during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of this **Agreement**. Nothing in this **Agreement** or otherwise shall be construed as a requirement that the **City** will request any amount of work or services to be performed by **Contractor**, and any amount of work or services requested or to be performed will be at the sole discretion of the **City**.

(B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

(C) In the absence of a material breach of this **Agreement** by **Contractor**, the **City** may terminate this **Agreement** with or without cause by giving **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay **Contractor** on a pro rata basis for all work or services performed by the **Contractor** with the **City's** approval up to the date of notice of termination.

## ARTICLE 9. WAIVER OF BREACH

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party, and shall not be deemed a waiver of any other right, condition or promise hereunder.

## ARTICLE 10. REMEDIES

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

## ARTICLE 11. WARRANTIES AND REPRESENTATIONS

(A) **Contractor** warrants and represents to the **City** as follows: (i) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

(B) **City** warrants and represents to the **Contractor** as follows: (i) that funds are available to compensate **Contractor** for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

## ARTICLE 12. DUE DILIGENCE

**Contractor** agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**. In the event that the Contractor does not complete the work during the term of this contract, the Contractor shall be subject to liquidated damages in the amount of \$200.00 per day. The Contractor shall not be liable for liquidated damages if the delay is caused by a force of nature, natural disaster, or any plausible reason that is outside of the Contractor's control.

## ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL

**Contractor** shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

## ARTICLE 14. APPLICABLE LAW

This **Agreement** shall be governed by, and construed in accordance with the laws of the State of Tennessee.

## ARTICLE 15. JURISDICTION AND VENUE

Any dispute arising out of or in connection with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in Cheatham County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## ARTICLE 16. INSURANCE

(A) **Contractor shall provide a copy of insurance in the bid packet and:** agrees to maintain at its' own cost throughout the Term or any Renewal Term of this **Agreement** the following policies of insurance from a reputable insurance provider acceptable to the **City**:

(i) commercial general liability insurance for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least five hundred thousand dollars (\$500,000.00) each occurrence, and one million dollars (\$1,000,000.00) general aggregate, and

(ii) automobile vehicle liability insurance for bodily injury or death and property damage, covering any auto, with coverage limits of at least five hundred thousand dollars (\$500,000.00), combined single limits, and

(iii) worker's compensation insurance in the current statutory maximum required amount.

(B) **Contractor** agrees to provide proof of said insurance to the **City** by way of a Certificate of Insurance, or such other form and manner acceptable to **City**, and to name **City** as an "additional insured" for such policies of insurance, and to provide immediate notification of the cancelation or termination of any such policy of insurance at least 30 days prior to said cancelation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute agreement by the **City** that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the **City** to obtain certificates of insurance or other evidence of insurance from **Contractor** shall not be deemed to be a waiver by the **City**. Failure of the **Contractor** to obtain or to maintain the insurance required herein shall be grounds for termination of this **Agreement** by the **City** at its' sole discretion. **Contractor** agrees that its' policies of insurance shall make provision whereby its' insurer(s) shall waive their rights of subrogation against the **City**, its' employees, elected or appointed officials, officers and agents. **Contractor** further represents its' express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

## ARTICLE 17. TAXES

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

The **City** is a tax exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

## ARTICLE 18. NOTICE

Any notice required or permitted to be given under this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, \_\_\_\_\_  
ATTN: \_\_\_\_\_, at its' principal office address, \_\_\_\_\_; or to the **City**, The Town of Ashland City, ATTN: Kellie Reed, CMFO/City Recorder or any successor, at its principal address, PO Box 36 Ashland City TN 37015. Either party may change contact personnel by notifying the other in writing of such change.

## ARTICLE 19. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

## ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

## ARTICLE 21. COMPLIANCE WITH LAW

Nothing contained in this **Agreement** shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this **Agreement** and any present or future statute, law, ordinance or regulation, the latter shall prevail,

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

but in such event the term, condition or provision of this **Agreement** affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its' own cost all permits and licenses required by law, to pay all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work / services to be performed under this **Agreement**. **Contractor** shall comply with all federal, state and local statutes, laws, ordinances or regulations, as applicable to the work / services to be performed under this **Agreement**, to include but not limited to all traffic, environmental and safety laws. Contractor hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

## ARTICLE 22. PERFORMANCE BOND

**Contractor** shall provide the **City** with a performance bond in the amount of twenty-five thousand dollars (\$25,000.00) to secure performance of the work / services to be performed herein. Said bond shall be secured from a reputable surety company approved by the **City** and licensed to do business in the State of Tennessee and listed on the United States Department of the Treasury Circular 570. As an alternative, said bond may be secured by provision of a certificate of deposit, certified check, or irrevocable letter of credit from a reputable bank acceptable to the **City** and made payable to the **Town of Ashland City** for said amount. Contractor hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

## ARTICLE 23. RIGHT TO INSPECT RECORDS

**Contractor** agrees to maintain and preserve in legible condition any ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work or services performed by **Contractor** hereunder, during the Term or any subsequent Renewal Term, and for an additional period of three years beyond the end date or termination of the **Agreement**, to include any Renewal Term. **Contractor** agrees that the **City**, or any of its' duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work or services performed hereunder for audit or financial examination purposes, and **Contractor** agrees to cooperate with and make reasonable

# **ROAD PAVEMENT RESURFACING SERVICES AGREEMENT**

accommodation to **City** for such purposes. **Contractor** further agrees that failure to cooperate or to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by **City**.

## **ARTICLE 24. HEADINGS**

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this **Agreement**.

## **ARTICLE 25. ENTIRE AGREEMENT**

This **Agreement** and the attached exhibit(s) represent the entire agreement between the parties with respect to the subject matter hereof. Should there be a conflict between the terms of this **Agreement** and any of the attached exhibit(s), the terms of this **Agreement** shall control. This **Agreement** may be amended only by written instrument signed by both parties.

## **ARTICLE 26. COUNTERPARTS**

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

## **ARTICLE 27. IRAN DIVESTMENT ACT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.”

**NOTHING FURTHER THIS PAGE**

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** by their duly authorized representatives.

**Contractor:** \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

(Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)

**COUNTY OF** \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, \_\_\_\_\_, president, officer, principal, owner and / or agent with authority to bind \_\_\_\_\_, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**NOTARY PUBLIC**

**Town of Ashland City**

Printed Name: Steve Allen

(Title): Mayor, Town of Ashland City

(Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kellie Reed, City Recorder/CMFO

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addressed to Kellie Reed, Town of Ashland City, City Recorder-CMFO, PO Box 36, Ashland City, Tennessee, 37015 for the **Road Pavement Resurfacing Services**, will be received by the Town of Ashland City until 9:30 A.M., September 4, 2020, at The Town of Ashland City, City Hall, 101 Court St, Ashland City TN, 37015. Bids will be publicly opened and read at 10:00 A.M., September 4, 2020 in the City Council Chambers. The Town of Ashland City encourages female and minority contractors to bid. The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

The work consists of asphalt pavement to and resurfacing that are required to be made by the Town of Ashland City Public Utilities-Public Works Dept.

The Contractor will provide all necessary materials, labor and equipment to make the repairs specified herein.

**In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a Contractor's affidavit stating that said Contractor has drug free workplace program in compliance with The Tennessee Drug Free Workplace Act.**

For contracts greater than \$25,000.00 all bidders must be licensed contractors as required by the Tennessee Code Annotated Title 62 Chapter 6 regarding contractor licensing. Bidder's name, license number, classification and expiration date, must be placed on the outside of envelope containing the bid documents. For bid work which includes subcontractor(s) for electrical, plumbing or HVAC work, the subcontractor(s) shall be listed on the envelope if the subcontract portion is less than \$25,000. If the subcontract is \$25,000 or greater, the subcontractor(s) license information shall also be on the envelope.

**The information concerning the bidder and all, if any, subcontractors shall be provided using the State Contractor Licensing Information form and attached to the outside of envelope containing the bid.**

The Town of Ashland City reserves the right, as its interest may require to reject any and/or all bids and to waive informalities herein.

Town of Ashland City

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Kellie Reed  
City Recorder-CMFO

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## INSTRUCTIONS TO BIDDERS

**DESCRIPTION OF WORK:** The work to be completed consists of providing materials, equipment, labor (for paving and traffic control) and supervision to pave roads and walkways through the area served by the Town of Ashland City Public Utilities-Public Works Dept. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for paving services. The award for this bid shall be based on a square yard unit price.

**CONTRACT PRICE:** Although the City requests bid proposals based on the quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities. Please refer to Article 22 in the Contract for Performance Bond requirements.

**REJECTION OF PROPOSALS:** The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

**INVESTIGATION OF SITE:** Each bidder is personally responsible in all matters which may affect work quality. Information furnished by City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact Kellie Reed City Recorder-CMFO by email (kreed@ashlandcitytn.gov) Ms. Reed will contact the necessary departments by email for an interpretation thereof. Any interpretation of the contract documents will be made only by addenda duly issued and emailed to each person receiving a set of such documents. All questions must be submitted three business days prior to bid opening.

**WITHDRAWAL OF BIDS:** Any bidder may withdraw his or her bid in person or by written request at any time prior to the scheduled time for closing the receipt of bids.

**WORKING SCHEDULE:** A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Street Department Maintenance Supervisor. This schedule shall be arranged so as to accomplish the work with as little interference as possible with the normal traffic and business needs of the City. Trenching, backfill, and grading shall be so arranged that access to property will be obstructed for the minimum of time necessary for proper execution of the work.

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:** The undersigned further agrees that, in case of failure on his or her part to execute the said contract and the bond within ten (10) consecutive calendar days after notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

The undersigned, as bidder, hereby declares that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

<b>STATE CONTRACTOR LICENSE INFORMATION FORM</b>	
Please complete applicable portions of this form and <b>attach to the outside of envelope</b> containing the bid.	
<b>PROJECT NAME: Road Pavement Resurfacing, Town of Ashland City</b>	
<b>Bid No:</b>	
<b>BIDDER / PRIME CONTRACTOR</b>	
<b>NAME:</b>	
<u>If bid amount is \$25,000 or greater, complete TN Contractor License Information:</u>	
License No.:	
Expiration Date:	
License Classification:	
<ul style="list-style-type: none"><li>• If proposal includes Electrical, Plumbing or HVAC work to be performed by other than the Prime Contractor, enter the SUBCONTRACTOR(S)' name below.</li><li>• If subcontract portion is \$25,000 or greater, the Subcontractor(s)' state license information is also to be provided.</li></ul>	
<b>ELECTRICAL SUBCONTRACTOR:</b>	
Name:	
License No.:	
Expiration Date:	
License Classification:	
<b>PLUMBING SUBCONTRACTOR:</b>	
Name:	
License No.:	
Expiration Date:	
License Classification:	
<b>HVAC SUBCONTRACTOR:</b>	
Name:	
License No.:	
Expiration Date:	
License Classification:	

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

BID PROPOSAL

TO: Town of Ashland City  
 ASHLAND CITY, TENNESSEE

I/We

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Name of Bidder

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Address of Bidder

The undersigned, as bidder, have carefully examined plans, specifications and contract documents covering **Road Pavement Services** of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee to install the work in accordance with the contract document. It is understood that the prices submitted herewith are for the unit price.

PROPOSAL SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Total Price</u>
1.	RIVERBLUFF PARK: No manholes, milling/tying into cement at boat ramp and milling/tying into Old Cumberland Street where roads meet. Lower Parking Lot (25,696 square ft.) Drive from Boat Ramp to Parking Lot (9,492 square ft.) Road that parallels lower parking lot (4,140 square ft.)	39,328 square ft.	\$ _____
The following estimates include the length of the roads only:			
2.	LITTLE MARROWBONE ROAD	2,785 ft. long	\$ _____
3.	MALLOWBONE LANE	880 ft. long	\$ _____
4.	MAPLE DRIVE	1,230 ft. long	\$ _____
5.	ORCHARD LANE	822 ft. long	\$ _____
6.	ADKISSON STREET	660 ft. long	\$ _____
7.	HALE STREET	360 ft. long	\$ _____
8.	THOMPSON ROAD	400 ft. long	\$ _____
9.	PLUM STREET	786 ft. long	\$ _____
10.	HOLLOWAY DRIVE	187 ft. long	\$ _____
11.	BOWKER STREET	724 ft. long	\$ _____

The below quotes will not determine award of bid, but are part of the final contract.

TOTAL ESTIMATED COSTS FOR ALL PROJECTS: \$ \_\_\_\_\_

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

Town of Ashland City

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE  
AFFIDAVIT OF PRIME BIDDER

NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for \_\_\_\_\_  
Name and address of bidding entity  
\_\_\_\_\_;
2. That the bidding entity has submitted a bid to The Town of Ashland City,  
\_\_\_\_\_ department for the construction of \_\_\_\_\_;
3. That the bidding entity employs at least that five (5) employees;
4. That the affiant certifies that the bidding entity has in effect, at the time of  
submission of its bid to perform the construction referred to above, a drug-free workplace  
program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

It is also the policy of the Town of Ashland city to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP, Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants it will comply with these policies.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name of Contractor (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Date

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

**Ethnicity:**

Hispanic or Latino \_\_\_\_\_

Not Hispanic or Latino \_\_\_\_\_

**Race: (Mark one or more)**

White \_\_\_\_\_ Black or African American \_\_\_\_\_

American Indian/Alaska Native \_\_\_\_\_ Asian \_\_\_\_\_

Native Hawaiian or Other Pacific Islander \_\_\_\_\_

**Gender: Male** \_\_\_\_ **Female**\_\_\_\_\_

# ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

## POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate on the basis of race, color, religion, national origin, sex, age or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

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Ashland City, TN 37015  
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Has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988), Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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## *LIMITED ENGLISH PROFICIENCY*

### TOWN OF ASHLAND CITY, TENNESSEE LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

It is the general policy of the Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff. These steps are as follows:

1. Employees will have access to “I Speak” cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
  - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
  - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
  - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her work place unless it is an emergency.
4. If the need is urgent or life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

Any person who thinks there has been discrimination against him/her because of LEP should contact Kellie Reed, Title VI Coordinator.