



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
April 14, 2026, 6:00 PM
Agenda

Mayor: Gerald Greer

Council Members: Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

1. Prayer Delivered by Pastor Jon Ferrest - Bethel Free Will Baptist church

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Approval of March 10, 2026, Regularly Scheduled City Council Minutes

PUBLIC FORUM

REPORTS

3. Attorney: Jennifer Noe

UNFINISHED BUSINESS

4. Ordinance 645: Fire - Insurance Reimbursement, Training Grounds, & VFEAT Grant - 2nd Reading
5. Ordinance 646: Senior Center - Additional Grant Awarded from Department of Disability and Aging - 2nd Reading

NEW BUSINESS

6. Contract: Year End Audit Provider for FY's 2026/2027/2028.
7. Contract: BankPak Maintenance Agreement
8. Contract: Verizon Wireless Extension Agreement
9. Ordinance 647: Fire Department - Correcting Holiday pay missing from 25/26 Fire Department Budget
10. Ordinance 648: Amend Title 3 of the Ashland City Municipal Code regarding Municipal Court
11. Resolution 2026-27 Permission to apply for the THSO (Tennessee Highway Safety Office) Grant
12. Contract: Memorandum of Understanding - Tennessee Bureau of Investigation (TBI)
13. Resolution 2026-28: Grant Amendment - 77734-100 - Police Department
14. Award the 2026 Paving Bid
15. Award the John's Park Sidewalk and Drainage Project Bid
16. Ratification to Charter Amendment
17. Contract: Brycer Advisory Group, Inc. - Fire Department
18. Cheatham County Veterans Service - Angela

SURPLUS PROPERTY NOMINATIONS

19. None

EXPENDITURE REQUESTS

20. None

OTHER

21. None

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting March 10, 2026, 6:00 PM Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:00p.m.

ROLL CALL

Mayor Gerald Greer
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Vice Mayor Chris Kerrigan
Councilman Michael Smith
Councilman Tony Young

ABSENT

Councilman Kevin Thompson

PLEDGE AND PRAYER

1. Prayer was delivered by: Mike Peters from the Ashland City Church of Christ.

PUBLIC HEARING

None

APPROVAL OF AGENDA

A motion was made by Councilman Young, seconded by Councilman Smith, to approve the agenda with changes adding the proclamation for Chief Coulon and the re-appointment of Jackie Simpkins to the Board of Equalization. All approved by voice vote.

APPROVAL OF MINUTES

2. Approval of February 10, 2026, Regularly Scheduled City Council Minutes
A motion was made by Vice Mayor Kerrigan, seconded by Councilman Young, to approve the February 10, 2026, Regularly Scheduled City Council Minutes. All approved by voice vote.

PRESENTATION OF PROCLAMATION

3. In Honor of our Former Police Chief Marc Coulon
The Ashland City Council remembered the life of retired Ashland City Police Chief Marc Coulon at tonight's meeting. Chief Coulon passed away on March 4, 2026, at the age of 80. A native of France and a U.S. Army veteran, he served the community with distinction during his 49-year career in law enforcement with the Cheatham County Sheriff's Department and the Ashland City Police Department, including serving as Police Chief from 2006 until his retirement in 2019. The Council expressed gratitude for his service and honored the legacy he leaves behind.
4. Chamber of Commerce
The Ashland City Council recognized Cheatham County Chamber of Commerce Executive Director Kelly Ellis for her leadership in organizing and operating the Ashland City Warming Shelter during Winter Storm Fern. Through her coordination of volunteers and essential resources, she ensured a safe place for those in need. The Council honored Mrs. Ellis for her outstanding service and dedication to the community.
5. Winter Storm Fern Volunteers
During Winter Storm Fern, the Ashland City community once again showed what makes it special as neighbors stepped up to help one another. Thanks to the dedication of many volunteers, the Ashland City Warming Shelter at the Thrive 55+ Center provided safety and

warmth to those in need. The Ashland City Council recognized and honored the volunteers who made the shelter possible.

PUBLIC FORUM

Derrick Young, 184 Lexie Lane, addressed the Council regarding an alleged overcharge on his water bill. Mr. Young stated his normal monthly bill averages between \$75.00 and \$100.00; however, his September 2025 bill was \$165.00, and his October bill was \$192.00. Believing there may be a leak, he hired American Leak Detection, which conducted four visits and installed an isolation valve but found no leaks. His November bill was \$273.00, which was covered by Servline. After speaking with Public Works Director Mr. Biggers, the water meter was replaced in November. Mr. Young stated that since the replacement his average monthly bill has returned to approximately \$84.00. He believes the higher bills were caused by a faulty meter and requested reimbursement or credit for the leak detection services totaling \$1,350.00 and the September and October bills not covered by Servline totaling \$357.73.

Mayor Greer advised him to contact the water department to see if there is anything else that we can do for him.

Derrick Young: stated the water department advised him to come to the City Council meeting and speak to the Council about it.

Attorney Noe: stated that she would work with the water department and look at his bills and our policy.

Chief of Staff Allen Nicholson: advised we will also need to investigate with public works to see what the meter test determined when it was changed to a new meter.

REPORTS

6. Attorney: Jennifer Noe
Attorney Noe stated she does not have anything to add that is not on the agenda.

UNFINISHED BUSINESS

7. None

NEW BUSINESS

8. Resolution 2026-15: Amending the Charitable Donation Policy
A motion was made by Councilwoman Binkley, seconded by Vice Mayor Kerrigan, to approve the amendment of Resolution 2026-15. Voting Yea: Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
9. Contract: Kellie Reed Budget Prep
A motion was made by Councilwoman Binkley, seconded by Councilman Young, to approve the contract for Kellie Reed Budget Prep Services. Voting Yea: Councilwoman Binkley, Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
10. Resolution 2026-23: Comptroller Financial Excellence Award
A motion was made by Councilman Smith, seconded by Councilwoman Binkley, to approve the application for the Comptroller Financial Excellence Award. Voting Yea: Councilman Smith, Councilwoman Binkley Councilman Young, Councilman Adkins, Mayor Greer. Voting Nay: Vice Mayor Kerrigan, **Absent:** Councilman Thompson
11. Resolution 2026-24: Change to Local Government
A motion was made by Councilwoman Binkley, seconded by Councilman Young, to approve Developing a road map for a possible transition to local government in the next fiscal year. Voting Yea: Councilwoman Binkley, Councilman Young, Councilman Smith, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: Councilman Adkins, **Absent:** Councilman Thompson

12. Resolution 2026-25: Request for fielding quotes for the year end audit FY 2026
A motion was made by Councilman Young, seconded by Vice Mayor Kerrigan, to approve fielding quotes for Professional Auditing Services for the FY 2026. Voting Yea: Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
13. Ordinance 645: Fire - Insurance Reimbursement, Training Grounds, & VFEAT Grant - 1st Reading
A motion was made by Councilman Smith, seconded by Vice Mayor Kerrigan, to approve the first reading on Ordinance 645 Budget Amendment. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
14. Ordinance 646: Senior Center - Additional Grant Awarded from Department of Disability and Aging - 1st Reading
A motion was made by Councilman Smith, seconded by Vice Mayor Kerrigan, to approve the first reading on Ordinance 646 Budget Amendment. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
15. Resolution 2026-16: AARP Community Challenge Grant
A motion was made by Vice Mayor Kerrigan seconded by Councilman Young, to approve the application for the AARP Community Challenge Grant with No Matching funds. Voting Yea: Vice Mayor Kerrigan Councilman Young, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
16. Resolution 2026-17: Healthy Built Environment Grant
A motion was made by Vice Mayor Kerrigan seconded by Councilman Smith, to approve the application for the Health's Healthy Built Environment Grant of \$ 50,000.00 (fifty thousand dollars) with No Matching funds. Voting Yea: Vice Mayor Kerrigan Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
17. Resolution 2026-18: T-Mobile Hometown Grant
A motion was made by Councilman Young, seconded by Vice Mayor Kerrigan to approve the application for the T-Mobile Grant of \$ 50,000.00 (fifty thousand dollars) with No Matching funds. Voting Yea: Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
18. Resolution 2026-22: Change order for CSR Engineering
A motion was made by Councilman Smith, seconded by Councilman Young to approve the Change order for CSR Engineering containing an additional cost of \$ 8,000.00 (eight thousand dollars) with changes which included removing section 10 (attorney Noe advised Jason Reynolds from CSR approved removing the section). Voting Yea: Councilman Smith, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
19. Resolution 2026-20: Authorizing Check Signers
A motion was made by Councilman Smith, seconded by Vice Mayor Kerrigan to approve adding Alicia Martin to all City Bank Accounts as an official check signer. Voting Yea: Councilman Smith, Vice Mayor Kerrigan Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

20. Resolution 2026-19: GNRC Application for Grant Money Contract Renewal
A motion was made by Councilman Young, seconded by Vice Mayor Kerrigan to approve the application to GNRC (Greater Nashville Regional Council) for renewal of the Grant for the money we are awarded yearly from them (this must be renewed every 4 years). Voting Yea: Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
21. Resolution 2026-26: Employee Manual Updates - Grievance and Appeal Procedures
A motion was made by Councilman Young, seconded by Councilwoman Binkley to approve the revised Grievance and Appeal Procedures in Section X (ten) of the Employee Manual. Voting Yea: Councilman Young, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
22. Resolution 2026-21: Grant Amendment one for Contract Z26THSO11
A motion was made by Vice Mayor Kerrigan, seconded by Councilman Smith, to approve the Grant Amendment number one from THSO (Tennessee Highway and Safety Office) for Grant contract number Z26THSO11 decreasing our award by \$ 2,000.00 (two thousand dollars). Voting Yea: Vice Mayor Kerrigan, Councilman Smith, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
23. Contract: Fireworks for Summerfest 2026
A motion was made by Councilman Young, seconded by Councilwoman Binkley to approve the proposal from Impact Pyro for option number 3 in the amount of \$ 21,000.00 (twenty-one thousand dollars for the fireworks show during Summerfest 2026. Voting Yea: Councilman Young, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

SURPLUS PROPERTY NOMINATIONS

24. None

EXPENDITURE REQUESTS

25. None

OTHER

26. Re-Appoint Jackie Simpkins to the 2026 County Board of Equalization
A nomination was made by Mayor Gerald Greer to re-appoint Jackie Simpkins to the Board of Equalization.
A motion was made by Councilman Adkins, seconded by Councilman Smith to re-appoint Jackie Simkins to the Board of Equalization for the 2026 year. All approved by voice vote

ADJOURNMENT

A motion was made by Councilwoman Binkley, seconded by Councilman Young, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:18 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

Ordinance No. 645
An Ordinance of the
Town of Ashland City, Tennessee

Amending the Fiscal Year 2026 Budget

WHEREAS the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22nd Day of July, 2025; and

WHEREAS the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1R	110-36350	Insurance Recoveries	\$0.00	(\$1,650.00)	(\$1,650.00)
1E	110-42200-265	Repair & Maintenance - Training Grounds	\$5,000.00	\$1,650.00	\$6,650.00
2R	110-33403	VFEAT PPE Fire Equipment & Training State Grant	\$0.00	(\$35,130.00)	(\$35,130.00)
2E	110-42200-709	VFEAT Vol Firefighter Equipment & Training Grant	\$16,011.44	\$35,130.00	\$51,141.44
Total Expense:			\$21,011.44	\$36,780.00	\$57,791.44

SECTION 2. Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed _____

Printed Name _____, Mayor

Attested

Signed _____

Printed Name _____, City Recorder

Date of First Reading: _____

Date of Second Reading: _____

Ordinance No. 646
An Ordinance of the
Town of Ashland City, Tennessee
Amending the Fiscal Year 2026 Budget

WHEREAS the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22nd Day of July, 2025; and

WHEREAS the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1R	110-33400	State Grant	(\$55,880.60)	(\$4,168.00)	(\$60,048.60)
1E	110-44310-900	Capital Outlay	\$31,762.60	\$4,168.00	\$35,930.60
2R					
2E					
Total Expense:			\$31,762.60	\$4,168.00	\$35,930.60

SECTION 2. Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed _____

Printed Name _____, Mayor

Attested

Signed _____

Printed Name _____, City Recorder

Date of First Reading: _____

Date of Second Reading: _____

**Town of Ashland City
Workshop Meeting**

Meeting Date: 4/7/2026

Current Firm: Strategic Vision Advisory Group (formerly MG Group)

Current FYE Audit Contract Price: \$26,000.00

Current Single Audit Contract Price: \$4,000.00

Total Cost: \$30,000.00

Vendor Name	Response	FY26 Amt	FY27 Amt	FY28 Amt	Single Audit
Strategic Vision Advisory Group (formerly MG Group)	Proposal Received	\$ 35,000.00	\$ -	\$ -	\$ 10,000.00
Luppe Accounting	Declined Opportunity	\$ -	\$ -	\$ -	\$ -
John Poole	Declined Opportunity	\$ -	\$ -	\$ -	\$ -
ATA, PC	Proposal Received	\$ 32,000.00	\$ 33,500.00	\$ 35,000.00	\$ 5,000.00
Henley CPA, PLLC	Declined Opportunity	\$ -	\$ -	\$ -	\$ -
Stone, Rudolph, & Henry, PLC	Declined Opportunity	\$ -	\$ -	\$ -	\$ -
Tamara Beckman	Declined Opportunity	\$ -	\$ -	\$ -	\$ -
Crosslin, PLLC	Declined Opportunity	\$ -	\$ -	\$ -	\$ -



ATA + Government



Ashland City

Tennessee

March 13, 2026

Proposal to provide Audit and Single Audit services for:

Town of Ashland City

SUBMITTED BY:

ATA, PC (ATA)
624 East Reelfoot Avenue
Union City, TN 38261
(731) 885-3661
www.ata.net

CONTACTS:

Caleb Long, CPA
(731) 885-3661
clong@ata.net

March 13, 2026

Will Duffel
Financial Director
405 N Main Street
Ashland City, TN 37015

Dear Will:

Thank you for the opportunity to submit a proposal for audit and single audit services to the Town of Ashland City. We believe that our firm's audit approach will be a good fit for your needs. Our firm, ATA, PC (ATA), is confident that we provide the most efficient and effective audit services to local governments. Additionally, we pledge to provide a highly experienced team, robust industry knowledge and stellar customer service.

HIGHLY EXPERIENCED TEAM

The engagement's leadership team has extensive experience in governmental auditing. For example, one of our partners has been involved in setting national audit quality standards as a member of the AICPA's Government Audit Quality Center Executive Committee. This team is also involved with governmental organizations throughout the southeast. As policy-making leaders, your audit team understands the issues and challenges you face and can make well-informed, pertinent recommendations for the benefit of the Town of Ashland City, TN.

ROBUST INDUSTRY KNOWLEDGE

ATA has been highly involved in governmental auditing since the firm was founded in 1946. As a matter of fact, the firm is the largest governmental auditor in the region. ATA currently serves as principal auditor for over 200 governmental entities including school systems, cities, utility systems, counties, and a variety of nonprofit organizations. With this level of industry involvement, our team members have the industry knowledge to provide efficient and effective audits in the least intrusive manner while offering industry expertise to your team.

STELLAR CLIENT SERVICE

We recognize the importance of on-time, high quality audit services. We also understand the importance of addressing your unique needs. Our team is dedicated to providing the highest level of customer service. Our pledge goes beyond providing your audit and other services within the specified period of time. It means that we are here to answer your questions and help you make improvements based on your needs and values throughout the audit process and for years to come.

In conclusion, we want to be the Town of Ashland City's independent auditor. We are confident that we have assembled the right team to meet your needs. This team will see that your audit needs are met with stellar service and that our synergy will more than exceed your expectations.

Very truly yours,

T. Caleb Long, CPA

Caleb Long, CPA
Senior Assurance Manager

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Letter of Transmittal

March 13, 2026

Will Duffel
Financial Director
405 N Main Street
Ashland City, TN 37015

Dear Will:

We are submitting our proposal to provide audit and single audit services for the Town of Ashland City for the 6/30/2026, 6/30/2027, 6/30/2028 fiscal years.

We propose to perform a financial and compliance audit of Town of Ashland City conducted in accordance with the auditing standards generally accepted in the United States of America. The audit contract, as well as the audit report, will meet the requirements of the State of Tennessee.

We also commit to the following:

- 1) ATA shall submit a printed audit report to Ashland City containing an expression of an opinion that the financial statements are fairly presented, or an opinion qualified as to certain funds or items in the financial statements, a disclaimer of opinion and the reasons therefore, or an adverse opinion, and shall explain in every detail any unusual items or circumstances under which the auditor was unable to reach a conclusion. The report shall state that generally accepted government auditing standards have been followed in the audit.
- 2) In each audit report, our opinion shall be expressed on the opinion units identified in the AICPA Audit and Accounting Guide Audits of State and Local Governments as well as the additional requirements in the State of Tennessee Department of Audit Manual.
- 3) ATA shall furnish copies of all the audit reports to the Ashland City's governing body and to the Comptroller of the Treasury, Division of Local Audit.
- 4) If a management letter, any other reports or correspondence relating to findings or recommendations are issued in connection with the audits, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports or correspondence shall be consistent with the findings published in the audit reports (i.e., they shall disclose no material matters not also disclosed in the findings found in the published audit reports.)
- 5) ATA will participate in audit planning/coordination meetings or conference calls as determined necessary by the Town of Ashland City's management or ATA's Engagement Team. Other meetings/conference calls will take place at periodic intervals until the audits are filed with the Comptroller of the Treasury.
- 6) ATA shall retain the working papers for no less than five years, unless notified in writing by the Town of Ashland City of the need to extend the retention period, and they shall be available for review by management and authorized representatives of the Town of Ashland City. We also agree to respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers related to matters of continuing accounting significance.

- 7) Any reasonable suspicion of fraud, regardless of materiality, or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated Section 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have Ashland City, at the discretion of the Comptroller, to directly investigate such matters. Our responsibility is to design the audit to obtain reasonable assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation than necessary under ordinary circumstances, we shall inform the mayor, CMFO and Ashland City Council in writing of the need for such additional investigation and the additional compensation required. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the mayor and Ashland City Council and the auditor for such additional investigation.
- 8) An audit exit conference with the mayor and Ashland City Council or Audit Committee will be conducted by the auditor in charge. At the exit conferences, the findings and recommendations regarding compliance and internal control shall be discussed. Management charged with oversight shall have the opportunity to respond in writing to the findings. Responses shall be included in the audit report.
- 9) No records will be removed from government offices except with express written permission of those with oversight responsibility.
- 10) All adjusting entries will be submitted in writing with sufficient explanation so they can be easily understood and properly posted to the financial records. (Example: listing of invoices charged to accounts payable supporting any adjusting entries)
- 11) All key professional staff, as well as the Firm, are properly registered/licensed to practice in Tennessee.
- 12) We affirm that we will provide all required insurance documentation as noted in the RFP, if chosen.
- 13) We do not anticipate any potential audit problems; however, should any problems arise, we will discuss the issues with Town of Ashland City's management and work to resolve them as quickly as possible.
- 14) We affirm that we are independent of the Town of Ashland City as defined by the GAGAS Conceptual Framework Approach to Independence (See Appendix 3.)

ATA welcomes any questions you may have regarding this proposal and looks forward to working with the Town of Ashland City in the near future. If you find that any part of this proposal does not meet your expectations, we would be glad to negotiate those items with a representative of the Town of Ashland City.

We are proud of our experience in providing audit services to municipalities and are certain that this experience will benefit the Town of Ashland City. We hope that this proposal will represent the beginning of a mutually beneficial relationship between the Town of Ashland City and ATA.

Very truly yours,

T. Caleb Long, CPA

Caleb Long, CPA

Firm's Qualifications and Experience

With offices located throughout Tennessee, Kentucky, Indiana, and Mississippi, ATA, PC is an accounting firm with the resources and expertise of a large firm and the personalized service of a small firm. That means:

- We treat you with respect and are available when you need us.
- We know you by your name, not your account number.
- We provide the highest quality services.
- Our team members have earned some of the most honored credentials in the industry in order to gain experience and to serve you more effectively.
- We have teams that devote their efforts to a specific service area, so we can learn about your needs and offer relevant, timely advice.

Most importantly, it means that our team will value you and will work hard to help you succeed!

Experience

Since its inception, ATA has provided accounting, auditing and consulting services to individuals and organizations of various sizes in the construction industry, transportation industry, financial institutions industry, not-for-profit industry and governmental arena as well as a variety of private and public companies. Our primary focus in providing these services has been to help our clients be successful, achieve their missions and maintain financial accountability.

The ATA team recognizes that your industry is unique with its own special characteristics. It is susceptible to business cycles like no other business. With this in mind, ATA provides the specialized knowledge and expertise you require.

It is essential that you work with accounting professionals who can apply their knowledge to your situation. You can be assured that our professionals understand the various issues and challenges affecting your organization.

Other Services for You

- Tax Preparation, Compliance and Counseling
- Financial Statement Preparation
- Accounting Outsourcing
- Business and Operations Consulting
- Systems and Procedures Implementation
- Business Valuation
- Employee Benefits Plan Audit and Administration
- Information Technology Security and SSAE 18 Audits
- Fraud Investigations and Asset Tracing

Governmental Experience

Since its inception, ATA has provided accounting, auditing and consulting services to governmental entities, utility systems and not-for-profit organizations of various sizes. As a matter of fact, our team provides services to over 200 governmental, utility systems and nonprofit organizations. ATA is currently the largest governmental auditor in the region and has a significant presence in Kentucky, Mississippi, and Tennessee. This experience means better service and a more effective and efficient audit for Ashland City.

Our governmental accounting and auditing experience has allowed us to develop personal relationships with contacts at the Governmental Accounting Standards Board (GASB). The firm's membership in the Governmental Audit Quality Center of the AICPA demonstrates our commitment to audit quality and promoting awareness of the importance of quality governmental audits. One of our partners served on the AICPA Governmental Audit Quality Center Executive Committee. In addition, our firm has been represented by one of our partners serving on the TSCPA Governmental Accounting and Auditing Committee.

Governmental Services

ATA provides a variety of services to governmental entities including:

- Audit services, including Yellow Book and Uniform Guidance
- Fraud and Forensic Accounting
- SSAE 18/SOC Audits
- Monthly & Quarterly Accounting Services
- Assistance with Preparation of Management Discussion & Analysis
- Financial Consultation Services
- Internal Controls Procedure Development
- Employee Benefit Plan Audits & Administration
- Information Technology Audits & Consulting
- Risk Assessment Studies
- Regulatory Filings
- Fraud Investigations
- Broadband & Telecom System Audits
- School System Activity Fund Audits
- Penetration Testing
- Inspector General Readiness

Governmental Industry Involvement

ATA believes it is important to be involved in the industry to stay abreast of trends and issues. That is why our firm is an associate member of a variety of utility and municipal associations, including:

- Government Finance Officers Association (GFOA)
- Tennessee Government Finance Officers Association (TGFOA)
- Tennessee Municipal League (TML)
- Kentucky League of Cities (KLC)
- Tennessee Valley Public Power Association (TVPPA)
- Utility Technology Association (UTA)
- Kentucky Municipal Utilities Association (KMUA)
- Mississippi Society of CPAs
- Tennessee Municipal Electric Power Association (TMEPA)

Selective Client Listing

The following is a selective listing of some of ATA's municipal clients.

City of Arlington, Tennessee	City of Portland, Tennessee
City of Camden, Tennessee	City of Milan, Tennessee
City of Dickson, Tennessee	City of Gallatin, Tennessee
City of Dyersburg, Tennessee	City of Paris, Tennessee
City of Fulton, Kentucky	City of Ripley, Tennessee
City of Aberdeen, Mississippi	City of Huntingdon, Tennessee
City of Henderson, Tennessee	City of Trenton, Tennessee
City of Humboldt, Tennessee *	City of Union City, Tennessee

**participate currently or have participated in the GFOA's Certificate of Achievement program.*

Consultation and Support Availability

The professionals of ATA are available for any other specialized consultation and support on sensitive or highly specialized issues. This is subject only to the constraints of the independence requirements as related to non-audit services established by *Government Auditing Standards*.

Peer Review

A copy of ATA's latest peer review is attached as Exhibit A. The review included governmental engagements.

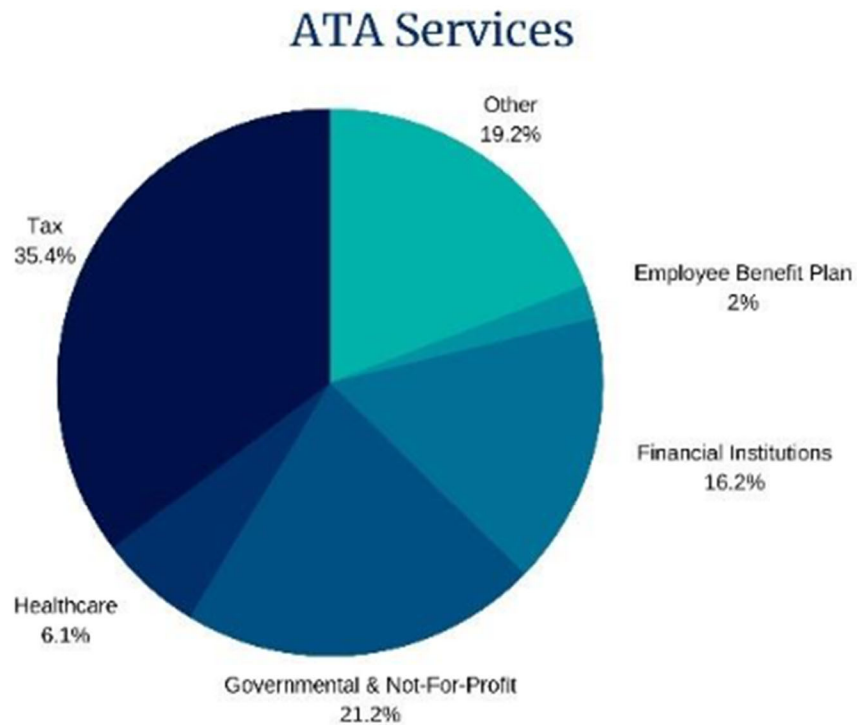
Firm Background

ATA is a regional accounting firm that offers a complete range of accounting, auditing, tax, and consulting services to a diverse portfolio of clients, from small family-owned businesses to publicly traded companies and international corporations.

ATA was named a top tax firm in America by Forbes, which only includes 227 firms and is an IPA Top 200 regional accounting firm. ATA is proud to be an alliance member of BDO USA LLP, a top five global accounting firm, which provides additional resources and expertise for clients.

ATA is a long-term business advisor to its clients and provides other services that are not traditionally associated with accounting. For example, Revolution Partners, ATA's wealth management entity provides financial planning expertise. As well as advisory services that include: trustworthy IT and cyber security solutions; design and development of marketing and digital products; video, social media, and digital content for small businesses; and comprehensive human resource management consulting.

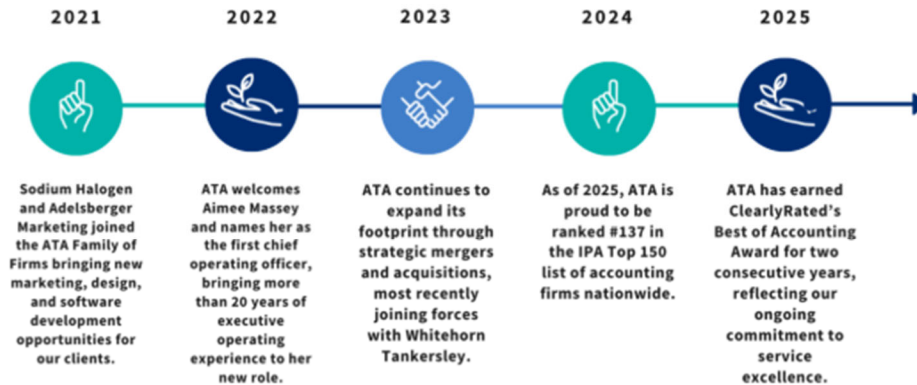
The ATA team is dedicated to the highest ethics of our profession and strives to provide quality, timely work to our clients. The firm is a member in good standing of the American Institute of Certified Public Accountants, the Kentucky Society of Certified Public Accountants, the Tennessee Society of Certified Public Accountants, and the BDO Alliance USA, as well as the Governmental Audit Quality Center, the Center for Audit Quality, and the Employee Benefit Plan Audit Quality Center of the AICPA.



ATA was among the first group of accounting firms to be approved for registration with the Public Company Accounting Oversight Board. Our firm is represented by our partners at various levels of the AICPA, including the Technical Issues Committee, Governmental Audit Quality Center Executive Committee, the AICPA Peer Review Board, and the Oversight Task Force.

ATA

Dating back to 1940, we have grown by expanding our service lines and strengthening client relationships through impactful solutions across tax, audit, advisory and more.
Here are our top highlights form the past 5 years.



Since its inception in 1946, ATA has operated in its various locations under the trade names Arnold, Spain, Truett & Hewitt; Dunn, Creswell, Sparks, Smith, Horne & Downing; Carmichael, Dunn, Creswell & Sparks; Hart, Dunn, Creswell & Sparks; Philhours, Fletcher & Associates; Howe & Melton; Newbill & Henry; Badgett, Payne & Warren; Goldstein/Sacks & Associates and Collins, Thomas & Associates; McLean & Associates; Ashby & Associates; Myriad CPA Group; Fred H. Page & Company; and Cannon and Company. ATA is now located in 14 communities throughout Murray, Owensboro, and Henderson, Kentucky, Covington, Dyersburg, Henderson, Jackson, Martin, Memphis, Milan, Nashville, Paris, and Union City, Tennessee, Evansville, Indiana, and Tupelo, Mississippi, serving a large portion of the southeast.

Engagement Team

Choosing the right professionals to serve you is a critical element of success. In selecting your engagement team, we carefully reviewed our understanding of the nature, complexity and scope of Town of Ashland City's operations and identified the professionals whose credentials are ideal for the audit. The following is the leadership team which we feel will best meet your needs:

Caleb Long, CPA	Senior Assurance Manager
Matt Wood, CPA	Partner
Leah Rash, CPA	Senior Assurance Associate
Riley Allison	Assurance Associate

The engagement team assigned to this audit has extensive experience with local government audits. Although the members may vary, all staff members on the engagement will be assigned on a full-time basis and are properly licensed in the State of Tennessee.

Detailed resumes for each team member are presented in the following pages of this proposal.

Staff Training

ATA has made a commitment to maintain excellence in the specialty areas in which it practices. The firm's governmental auditing staff is required to obtain a minimum of 40 hours of continuing education annually in the area of accounting and auditing. Most of those 40 hours are in areas of particular interest to governmental practice including governmental accounting, GASB No. 34, 67, and 68, auditing and Single Audit.

New staff members are provided continuing education with emphasis on the needs at the entry level. More experienced staff members are provided continuing education in areas which enhance their productivity and management ability on governmental engagements. All staff members active in the firm's governmental practice also attend an annual governmental accounting and auditing update.

Caleb Long, CPA

Senior Assurance Manager
clong@ata.net



EXPERIENCE

Caleb Long joined ATA in 2018 as an Accountant. He works alongside our experts in the assurance practice, and leads the assurance team in the Union City office. Caleb has extensive experience in audits of governmental entities, utility systems, and for-profit entities, as well as performing review and compilation engagements. Long exemplifies drive in all that he does. He has achieved some notable personal and professional goals as a certified public accountant who is licensed by a state board of accountancy as well as graduated magna cum laude. Caleb has the ability to connect with clients and help communicate key information back to them.

PROFESSIONAL AFFILIATIONS

- Tennessee Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Areas of Specialization

- Accounting and Auditing
- Governments
- Utility Systems
- For-profit entities
- Reviews & Compilations
- Agricultural industry
- Construction industry

Education

Bachelor of Science in Business Administration
Major: Accounting

Bachelor of Science in Agriculture
Major: Agricultural Business

Magna Cum Laude
University of Tennessee at Martin

Community Involvement

- Obion County Chamber of Commerce
- UTM Alum
- Younglife Leader

Matt Wood, CPA

Partner
mwood@ata.net



EXPERIENCE

For the 14+ years he has been in public accounting, Matt Wood has devoted his career to governmental and utility auditing, and fraud prevention assistance. As the Chair of ATA’s governmental committee, he helps monitor the ever-changing environment of governmental accounting. Because that is his primary focus, he is called upon by his clients and other accounting firms to make sound recommendations and decisions based on their needs. Matt graduated from Union University in 2007 with a major in Professional Public Accounting.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants
- TSCPA Governmental Committee Member 2017 - Present
- Tennessee Society of Certified Public Accountants

Areas of Specialization

- Utility Systems
- Governments
- Fraud Investigations

Education

Bachelor of Science in Business Administration
Cum Laude
Major: Professional Public Accounting
Union University

Community Involvement

- Co-Founder of Warner's Warrior Day - Benefit for St. Jude Children's Research Hospital
- Relay for Life
- Leadership Jackson Alumna

Leah Rash, CPA

Senior Assurance Associate
lrash@ata.net



EXPERIENCE

Leah Rash joined ATA in 2020 after earning her Master’s in Business Administration from Murray State University. She recently achieved her CPA license and is committed to delivering thoughtful, reliable support to clients. Outside of the office, Leah is actively involved in Obion County Young Professionals, staying connected to the community she serves.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants
- Tennessee Society of Certified Public Accountants

Areas of Specialization

- Audit
- Governments
- Non-profits
- For-profit entities

Education

Bachelor of Science

Major: Accounting
Murray State University

Master's in Business Administration
Murray State University

Community Involvement

- Obion County Young Professionals
- J’Cettes of Union City

Riley Allison

Assurance Associate
rallison@ata.net



EXPERIENCE

Riley started at ATA, PC in January 2022 as an intern and joined the team as an Associate after completing college. Riley graduated from the University of Tennessee at Martin with a B.S. in Accounting and Finance and a Master's in Business Administration.

Areas of Specialization

- Audit
- Reviews & Compilations
- Governments
- Utility Systems

Community Involvement

- Obion County Young Professionals

Education

Bachelor of Science

Major: Accounting
University of Tennessee at Martin

Master's in Business Administration
University of Tennessee at Martin

Audit Approach

We share our clients' objectives of credibility and transparency in financial reporting. Each of our professionals is committed to delivering reliable, independent audit reports. Fulfilling this commitment requires vigilance to help ensure that our audit complies with changing regulations and the professional standards. Evidence of our commitment is clear: We have been early adopters of many of the rules developed to rebuild confidence in financial reporting. Our audit approach facilitates and enhances audit quality. It meets our goal of delivering quality, independent, rigorous audits.

This audit methodology and approach serves as a guidepost and complements our professionals' diligence, objectivity and deep industry knowledge. We also provide training and a variety of proprietary audit technologies including our Computer-Assisted Audit Techniques and Accounting Research Online to improve our capabilities further in delivering the audits.

Our audit methodology is designed to meet applicable national standards. We have high norms for delivering quality risk-based audits. We perform our audits in accordance with relevant national standards such as those adopted by members of the AICPA and the Public Company Accounting Oversight Board (PCAOB), as appropriate. For Ashland City (Ashland City), these standards also include *Government Auditing Standards* and the AICPA's Statements of Auditing Standards.

Our audit methodology emphasizes the critical nature of substantive procedures and effective risk assessment and control-testing activities. Every aspect of our approach focuses on a rigorous examination of your financial statements: What risks can affect financial statement captions? What audit procedures address these risks? Where is the greatest risk for misstatement? How effective are internal controls at mitigating these risks?

ATA's audit methodology uses a multidisciplinary approach employing industry-experienced professionals with the knowledge, skills and experience to efficiently and effectively perform the audit engagements. Our ability to deliver quality audits depends on our team's strong understanding of the business processes, accounting policies, internal controls and financial reporting issues specific to your industry and organization. Our subject-matter professionals typically include partners who have served in roles with organizations that set governmental auditing policy and also professionals with backgrounds in information risk management, forensic accounting and valuation.

Within each entity, the engagement teams perform the audits in the following phases:

- Planning
- Control evaluation and interim testing
- Substantive testing
- Completion

Phase 1: Planning

The planning phase is the foundation for the audit. The goal is to design an effective and efficient audit. In planning our audits, we believe it is imperative that we gain an understanding of our client's business and the environment in which it operates. We have designated "gaining an understanding of the client's business" as the foundation of the audit process for all clients.

To effectively perform the audit, we must tailor our audit procedures to each entity. To accomplish this, we strive to gain a thorough understanding of the individual segment operations, its mission, the constituencies its programs serve and its business risks. Our understanding results in audit efficiencies and quality service in Ashland City's audit.

Our understanding of Ashland City will be documented in separately prepared planning memorandums. Our understanding will be acquired through:

- Discussing operations, initiatives, and goals with key management personnel
- Reviewing the mission and policy statements
- Reviewing program and administrative manuals

We will also strive to gain an understanding of each segment's internal control environment. We use standardized general control environment questionnaires that encompass entity-level controls for all significant audit areas to be used by the audit teams. Through this control documentation, we have identified the following key elements of the control environment:

- Commitment to control
- Planning process
- Communication process
- Personnel policies
- Monitoring and feedback process

Our evaluation of the control environment first considers the individual components noted above and then considers the control environment as a whole. We will develop our understanding of each of the elements through the following procedures:

- Meeting with management personnel to discuss the control environment
- Reviewing Ashland City's own assessment of internal control risks and weaknesses, where available
- Reviewing applicable internal audit reports concerning internal control environments

Other planning activities include but are not limited to:

- **Developing an understanding of Ashland City and the environment in which it operates.** This generally involves a review of the entity's governing laws and documents.
- **Meeting with key members of Ashland City's management and staff.** We will begin the audits by holding an initial planning meeting with key members of your organization. The agenda will include the following:
 - Concerns about Ashland City's accounting and financial reporting environment
 - New or anticipated changes in accounting principles, systems, and methods
 - Current year audit concerns
 - Report requirements and deadlines
 - Current year audit approach and dates
 - Assistance requested of city personnel
- **Coordinate the audit timing and assistance for all separate phases of Ashland City's audit.** In conjunction with city personnel, we will develop a work plan for all aspects of the engagement.
- **Perform preliminary analytical reviews.** Analytical reviews represent a review of monthly and yearly account balances for trends, fluctuations and relationships, and an overall review of activities. An analytical review helps direct attention to unusual financial relationships and events that deserve further inquiry, enables the audit to be performed more efficiently and provides information useful for management analysis. These analytical procedures will likely include trend analyses of actual and budgeted performance and point estimates. Point estimates are the recalculation of expected balances based on certain assumptions. An example is the recalculation for reasonableness of payroll accruals. We plan to perform analytical procedures of this nature in the areas of prepaid asset accounts, liability accounts and expenditures that are generally predictable based on economic conditions.
- **Document preliminary risk assessment.** The critical first step toward helping to ensure that the audit approach is both innovative and prudent is determining the risk assessment, that is, the risk of material misstatement

associated with a given audit objective, including the opinion on City's basic financial statements and related opinion units.

- The ultimate risk of failure to identify a material error is the product of three risk components:
 - A material error must occur.
 - Internal control must fail to identify and correct the error
 - The auditor's substantive procedures must fail to reveal the error.
 - Once risk has been assessed, the auditor then determines the quality and quantity of audit evidence required to limit the risk of failure to an acceptable level.
- **Identify critical audit areas.** Based on the reviews performed in the planning phase, we will identify areas considered to have significant accounting and auditing implications, which will receive early and concentrated focus.
 - **Review City's implementation of new accounting standards.** The complex new standards will require careful attention to ensure that all relevant accruals and disclosures required by GAAP have been appropriately recorded. We will work closely with management to discuss the policies and procedures enacted by Ashland City of Ashland City to ensure these standards are fully implemented.
 - **Update our tailored audit programs.** We will update our tailored audit programs for this year's audit of Ashland City. These programs will reflect the identified areas of concern and help us ensure that such areas receive the proper degree of audit consideration.

Phase 2: Control Evaluation

We will perform systems evaluation and interim testing. The timing and extent of these interim procedures, which include testing and evaluating major accounting systems and transaction cycles, will depend on several factors, including the extent to which we are able to rely on internal controls to achieve our audit objectives.

During the planning phase, we will have developed a preliminary understanding of the entity's internal control structure. In the systems evaluation and interim testing phase, we will determine whether control policies and procedures are in operation and functioning properly in all the transaction cycles.

Control evaluation activities will include:

- **Document the system of internal controls.** For Ashland City's significant transaction cycles (e.g., revenue generation and collection, procurement, payroll, treasury, debt, financial reporting, and safeguarding of assets), we will review written accounting policies and procedures, and interview the appropriate personnel involved in processing financial data. This will include a review of each point in the process where a control should exist as well as the type of control. Controls that are missing at any point in processing the financial data will be documented. For these cycles, we will document how information interfaces with other transaction cycles, general ledger accounts and financial statement line items and controls identified. In addition to our documentation of the detailed transaction processing steps, we will document an overview of the accounting process.
- **Evaluate internal controls.** For significant transaction cycles, we will evaluate each internal control defined as being in place to determine whether it meets the control objectives for the type of control it is designed to exercise and whether it would be effective when properly performed (i.e., whether it would prevent or detect errors in the financial data). We will document, as a control weakness, each control determined to be ineffective, even if properly performed, with an explanation of why it is considered ineffective.

- **Test internal controls.** We will test throughout the audit period internal control procedures to help ensure that these controls (with particular attention devoted to critical audit areas and related controls) are functioning as designed by Ashland City. We will plan and design tests to achieve a low level of control risk assessment.
- **Assess control risk.** We will assess control risk separately, based on the results of the above procedures for each significant financial statement assertion in each of your major transaction cycles.
- **Design tests for compliance with laws and regulations.** We will design tests to determine your overall compliance with applicable laws and regulations in addition to compliance testing the internal accounting controls.
- **Develop tailored substantive work programs.** We will develop tailored substantive testing work programs based on our review and evaluation of the internal control structure. In developing the work programs, we will review our preliminary determination of critical audit areas and help make sure that each area is given the proper degree of consideration. We will also refer to a series of audit program matrices we developed that will help the audit team select audit procedures based on the specific audit objectives and degree of relative risk of a material error associated with each account. In designing the internal control and compliance test procedures, we will be alert to opportunities to perform dual purpose tests and, where possible, multipurpose tests where substantive tests can also be incorporated.
- **Meet with key team members.** We will meet with management to discuss the status of the audit during the audit and will keep management informed of any potential audit findings.

Phase 3: Substantive Testing

The substantive testing phase will include tests of transactions, year-end balances and relationships. In addition, we will complete the final reviews of working papers.

During the substantive testing phase, we will:

- Review the system of internal controls from the interim phase and test selected transactions, to the extent necessary, to determine whether the systems still function as designed and are reliable.
- Modify the audit program to reflect any changes in the internal control system.
- Update the interim analytical reviews.
- Perform substantive testing of year-end account balances through a combination of analytical review procedures, confirmation of selected balances, sampling, recalculations, observation and verification.
- Obtain responses to audit confirmations, representation letters and attorney letters.
- Review the preparation of the draft and annual financial statements.
- Hold discussions with appropriate financial personnel throughout the engagement.

Phase 4: Completion

The completion, or reporting, phase of the audit includes all the procedures we perform to help ensure that each of our auditors' reports and other deliverables are appropriate and issued in a timely manner. During this phase, we will review results of the audits, including proposed audit adjustments and financial statements with key personnel.

Our firm has developed quality control procedures to facilitate the reporting process, such as the involvement of the engagement partner and the use of government-specific accounting disclosure checklists.

The reporting phase includes:

- **Auditors' reports on the basic financial statements by respective opinion unit.** We will compare the financial statements prepared by each entity to our audit work papers and review the statements for propriety. In conjunction with this review, we will complete our firm's standard accounting disclosure checklist, which was specifically designed to identify the financial reporting issues of state and local governments. Our policy of beginning to review reporting matters with city personnel in the early phases of the audit enables us to ensure that all reporting issues have been addressed and the financial statements are properly prepared.
- **Review reports.** Our policy is to have all reports on audited financial statements reviewed by the engagement partner. The objectives of this review are to help ensure that:
 - The accounting and reporting are in compliance with generally accepted accounting principles as defined by GASB and the Financial Accounting Standards Board, as applicable
 - The auditors' reports, financial statements, footnotes, and any supplementary data are in compliance with professional and regulatory standards regarding disclosure, format, and terminology.
 - Financial reporting questions that might reasonably be raised by an interested third party can be answered from the information in the financial statements and related disclosures.
 - The auditors' reports appear appropriate in relation to professional standards and in light of the financial statements and related footnote disclosures.
- **Separate audits of component units and other entities.** We will also complete our firm's standard accounting disclosure checklist to identify the disclosure and reporting issues for the separately issued component units, joint ventures, and other entities. We are committed to meeting the required deadlines for these financial statements.
- **Management letters.** We will issue draft and final management letters. We will discuss all findings with the responsible member of management.
- **AICPA Statement on Auditing Standards (AU-C Section 260) letter.** Professional standards require the auditor to determine and communicate to those who have responsibility for governance of the financial reporting process certain matters related to the conduct of an audit. At the completion of the audits, we will prepare an AU-C 260 letter report that we will present to the finance committee. The information communicated in this report includes the following:
 - The auditor's responsibility under accounting standards generally accepted in the United States of America
 - Significant accounting policies, including proposed pronouncements from GASB
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements
 - Disagreements with management
 - Management consultation with other accountants
 - Major issues discussed with management prior to issuance
 - Difficulties encountered in performing the audit.

Client Communication

ATA believes in keeping its clients fully informed at all phases of the engagement. We do not anticipate any potential audit problems; however, should any problems arise, we will discuss the issues with management and work to resolve them as quickly as possible.

All ATA partners and senior staff assigned to the engagement are available at any time for consultation or discussion. We will also keep management adequately informed throughout the year of any new requirements and/or changes in financial reporting disclosures.

ATA has no relationships with existing clients that would jeopardize our objectivity or our independence.

Capability to Audit Computerized Systems

ATA and ATA's subsidiary company, ATA Technologies, deliver a wide range of IT audit services to our governmental clients. Specifically, we offer significant experience in:

- IT audits of large and complex organizations
- Flexibility in providing a variety of IT audit services, including assessments, security evaluations, data analysis using Computer Assisted Auditing Techniques (CAATs), privacy impact assessments and reviews of compliance with many laws, regulations, and standards
- Assessing highly complex infrastructure systems, including all aspects of network and host-based intrusion tests and full-scope vulnerability assessments

Computer-Assisted Audit Techniques

We rely on extensive use of technology in the audit process, including the use of statistical sampling techniques to select and evaluate samples more efficiently and to reduce audit risk; extensive use of personal computers to automate the audit process; and use of other technology-based audit tools and techniques to audit "through the computer" where practicable, to enhance the efficiency and effectiveness of our audit; and use of IT audit specialists experienced in state and local government audits. Our audit approach relies on the extensive use of computer technology, computer assisted audit procedures, and statistical audit sampling. Our proposal includes their use, which should enable us to serve the entity more efficiently.

Our experience in conducting financial system assessments has taught us that the use of advanced auditing techniques improves audit efficiency by using technology whenever feasible. We have made substantial investments in computer-based audit technologies. Our computer-based audit tools and statistical auditing techniques fully support our audit methodology.

Our professionals utilize CAATs on mainframe, mini- and microcomputers to read and analyze system software data; to organize, combine, compute, analyze, or extract data on computer files; and to re-perform processing functions.

The actual use of computerized audit tools will be determined through working with the entity's management and IT personnel to determine the most appropriate tool for the objectives. We plan to utilize our CAATs to facilitate audit procedures of data within the entity's system. CAATs allow us to use data obtained electronically from your systems and quickly perform analytical procedures, thereby reducing the time and labor that would be involved in reviewing the data manually. These software tools support the application of computer-assisted procedures on large volumes of client data, such as journal entries and transactions, and subsequent investigations of anomalies. ATA has created proprietary routines to analyze journal entries and typical financial statement accounts.

References

This brief listing of references represents a sample of clients that are familiar with our services. Please feel free to contact them regarding our standards for service.

NAME OF CLIENT	CONTACT	PHONE NUMBER
Town of Arlington, Tennessee	Cathy Durant, Town Administrator	(731) 867-2620
City of Henderson, Tennessee	Jim Garland, City Recorder	(731) 989-4628
Town of Huntingdon, Tennessee	Kim Carter, Town Recorder	(731) 986-2900
City of Paris, Tennessee	Kim Foster, City Manager	(731) 641-1455
City of Ripley, Tennessee	Donna Buckner, City Recorder	(731) 635-4000
City of Dickson, Tennessee	Tammy Dotson, Treasurer	(615) 441-9504

Privacy Policy

A copy of ATA's latest peer review is attached as Exhibit A.

Peer Review

A copy of ATA's latest peer review is attached as Exhibit B.

Compensation

ATA, PC believes that our experience in providing services to governmental entities, school systems, utility systems and not-for-profit organizations enables us to serve our clients effectively and efficiently. In order to establish long-term relationships, we are committed to ensuring that our fees are commensurate with the value of the services you receive.

The fees outlined below are based on the scope of services outlined in this proposal.

SERVICE	YEAR ENDING	FEE
Audit Services	6/30/2026	\$32,000
	6/30/2027	\$33,500
	6/30/2028	\$35,000
Single Audit		Provisional \$5,000

The proposed fee includes the provisional \$5,000 for the time to perform an audit under OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable. This was formerly referred to as a Single Audit. These audits are generally required when the expenditure of federal assistance exceeds \$1,000,000 in a fiscal year.

If awarded the proposal, we will begin the planning process of the engagement almost immediately and will work to ensure compliance with the State of Tennessee’s December 31st reporting deadline.

In the event that the records are not in a ready-to-audit condition, we will consult with management regarding additional work necessary to perform the audit.

If our fees are not in line with the Town of Ashland City’s expectations or objectives, we would appreciate the opportunity to negotiate such in good faith with the appropriate representatives of the organization.

Firm’s Policy on Billings and Collections

Our fees will be billed as services are provided or upon completion of the engagement. Payment is due upon presentation of each invoice.

Engagement Acceptance

If you agree with the terms of our engagement as described in this proposal, please sign the enclosed copy and return it to us.

ATA, PC

T. Caleb Long, CPA

By _____

Acknowledged:

We accept the terms of your proposal to provide professional services for the Town of Ashland City.

By _____

Title _____

Date _____

Exhibit A: Privacy Policy

CPAs are no longer required by law to inform their clients of their policies regarding privacy of client information. However, we believe providing this information to our clients is in the best interest of our service to the public. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected our clients' right to privacy.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about our clients and their customers that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients and their customers, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Client's Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial service are very important to us.

Exhibit B: Peer Review



Administered in Tennessee by
the Tennessee Society of CPAs

January 29, 2024

John Whybrew
ATA CPAs + Advisors PLLC
624 E Reelfoot Ave
Union City, TN 38261-5739

Dear John Whybrew:

It is my pleasure to notify you that on January 29, 2024, the Tennessee Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Katie B. Cheek

Katie Cheek
Chief Operating Officer
kcheek@tscpa.com
615-377-3825

cc: David Price, Lori Warden

Firm Number: 900010011780

Review Number: 601890

Exhibit B: Peer Review Cont.



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
ATA CPAs + Advisors PLLC
and the Peer Review Committee of the Tennessee Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of ATA CPAs + Advisors PLLC (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, and audits performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Exhibit B: Peer Review Cont.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of ATA CPAs + Advisors PLLC in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. ATA CPAs + Advisors PLLC has received a peer review rating of *pass*.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
December 29, 2023

Jones, Nale & Mattingly PLLC

Auditor Independence

The following are selected sections from *Government Auditing Standards* regarding auditor independence:

Independence

3.02

In all matters relating to the audit work, the audit organization and the individual auditor, whether government or public, must be independent.

3.03

Independence comprises

- a. **Independence of Mind** The state of mind that permits the performance of an audit without being affected by influences that compromise professional judgment, thereby allowing an individual to act with integrity and exercise objectivity and professional skepticism.
- b. **Independence in Appearance** The absence of circumstances that would cause a reasonable and informed third party, having knowledge of the relevant information, to reasonably conclude that the integrity, objectivity or professional skepticism of an audit organization or member of the audit team had been compromised.

3.04

Auditors and audit organizations maintain independence so that their opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Auditors should avoid situations that could lead reasonable and informed third parties to conclude that the auditors are not independent and thus are not capable of exercising objective and impartial judgment on all issues associated with conducting the audit and reporting on the work.

3.05

Except under the limited circumstances discussed in [paragraph 3.47](#) and [paragraph 3.48](#), auditors should be independent from an audited entity during:

- a. any period of time that falls within the period covered by the financial statements or subject matter of the audit, and
- b. the period of the professional engagement, which begins when the auditors either sign an initial engagement letter or other agreement to perform an audit or begins to perform an audit whichever is earlier. The period lasts for the entire duration of the professional relationship (which, for recurring audits, could cover many periods) and ends with the formal or informal notification, either by the auditors or the audited entity, of the termination of the professional relationship or by the issuance of a report, whichever is later. Accordingly, the period of professional engagement does not necessarily end with the issuance of a report and recommence with the beginning of the following year's audit or a subsequent audit with a similar objective.

3.06

GAGAS's practical consideration of independence consists of four interrelated sections, providing:

- a. a conceptual framework for making independence determinations based on facts and circumstances that are often unique to specific environments;
- b. requirements for and guidance on independence for audit organizations that are structurally located within the entities they audit;
- c. requirements for and guidance on independence for auditors performing non-audit services, including indication of specific non-audit services that always impair independence and others that would not normally impair independence; and
- d. requirements for and guidance on documentation necessary to support adequate consideration of auditor independence.

GAGAS Conceptual Framework Approach to Independence

3.07

Many different circumstances, or combinations of circumstances, are relevant in evaluating threats to independence. Therefore, GAGAS establishes a conceptual framework that auditors use to identify, evaluate and apply safeguards to address threats to independence. The conceptual framework assists auditors in maintaining both independence of mind and independence in appearance. It can be applied to many variations in circumstances that create threats to independence and allows auditors to address threats to independence that result from activities that are not specifically prohibited by GAGAS.

3.08

Auditors should apply the conceptual framework at the audit organization, engagement and individual auditor level to:

- a. identify threats to independence;
- b. evaluate the significance of the threats identified; both individually and in the aggregate; and
- c. apply safeguards as necessary to eliminate the threats or reduce them to an acceptable level.

3.09

If no safeguards are available to eliminate an unacceptable threat or reduce it to an acceptable level, independence would be considered impaired.

3.10

The use of the term "audit organization" in GAGAS is described in [paragraph 1.07](#). For consideration of auditor independence, offices or units of an audit organization, or related/affiliated entities under common control, are not differentiated from one another. Consequently, for the purposes of independence evaluation using the conceptual framework, an audit organization that includes multiple offices or units, or includes multiple entities related or affiliated through common control, is considered to be one audit organization. Common ownership may also affect independence in appearance regardless of the level of control.

3.11

The GAGAS section on non-audit services in [paragraph 3.33](#) through [paragraph 3.58](#) provides requirements and guidance on evaluating threats to independence related to non-audit services provided by auditors to audited entities. That section also enumerates specific non-audit services that always impair auditor independence with respect to audited entities and that auditors are prohibited from providing to audited entities.

3.12

The following sections discuss threats to independence, safeguards or controls to eliminate or reduce threats, and application of the conceptual framework for independence.

Threats

3.13

Threats to independence are circumstances that could impair independence. Whether independence is impaired depends on the nature of the threat, whether the threat is of such significance that it would compromise an auditor's professional judgment or create the appearance that the auditor's professional judgment may be compromised, and on the specific safeguards applied to eliminate the threat or reduce it to an acceptable level. Threats are conditions to be evaluated using the conceptual framework. Threats do not necessarily impair independence.

3.14

Threats to independence may be created by a wide range of relationships and circumstances. Auditors should evaluate the following broad categories of threats to independence when threats are being identified and evaluated:

- a. Self-interest threat - the threat that a financial or other interest will inappropriately influence an auditor's judgment or behavior;
- b. Self-review threat - the threat that an auditor or audit organization that has provided non-audit services will not appropriately evaluate the results of previous judgments made or services performed as part of the non-audit services when forming a judgment significant to an audit;
- c. Bias threat - the threat that an auditor will, as a result of political, ideological, social or other convictions, take a position that is not objective;

- d. Familiarity threat - the threat that aspects of a relationship with management or personnel of an audited entity, such as a close or long relationship, or that of an immediate or close family member, will lead an auditor to take a position that is not objective;
- e. Undue influence threat - the threat that external influences or pressures will impact an auditor's ability to make independent and objective judgments;
- f. Management participation threat - the threat that results from an auditor's taking on the role of management or otherwise performing management functions on behalf of the entity undergoing an audit; and
- g. Structural threat - the threat that an audit organization's placement within a government entity, in combination with the structure of the government entity being audited, will impact the audit organization's ability to perform work and report results objectively.

3.15

Circumstances that result in a threat to independence in one of the above categories may result in other threats as well. For example, a circumstance resulting in a structural threat to independence may also expose auditors to undue influence and management participation threats.

Safeguards

3.16

Safeguards are controls designed to eliminate or reduce to an acceptable level threats to independence. Under the conceptual framework, the auditor applies safeguards that address the specific facts and circumstances under which threats to independence exist. In some cases, multiple safeguards may be necessary to address a threat. The list of safeguards in this section provides examples that may be effective under certain circumstances. The list cannot provide safeguards for all circumstances. It may, however, provide a starting point for auditors who have identified threats to independence and are considering what safeguards could eliminate those threats or reduce them to an acceptable level.

3.17

Examples of safeguards include:

- a. consulting an independent third party, such as a professional organization, a professional regulatory body, or another auditor;
- b. involving another audit organization to perform or reperform part of the audit;
- c. having a professional staff member who was not a member of the audit team review the work performed; and
- d. removing an individual from an audit team when that individual's financial or other interests or relationships pose a threat to independence.

3.18

Depending on the nature of the audit, an auditor may also be able to place limited reliance on safeguards that the entity has implemented. It is not possible to rely solely on such safeguards to eliminate threats or reduce them to an acceptable level.

3.19

Examples of safeguards within the entity's systems and procedures include:

- a. an entity requirement that persons other than management ratify or approve the appointment of an audit organization to perform an audit;
- b. internal procedures at the entity that ensure objective choices in commissioning non-audit services; and
- c. a governance structure at the entity that provides appropriate oversight and communications regarding the audit organization's services.

Provision of Non-audit Services to Audited Entities

3.33

Auditors have traditionally provided a range of non-audit services that are consistent with their skills and expertise to entities at which they perform audits. Providing such non-audit services may create threats to an auditor's independence.

Requirements for Performing Non-audit Services

3.34

Before an auditor agrees to provide a non-audit service to an audited entity, the auditor should determine whether providing such a service would create a threat to independence, either by itself or in aggregate with other non-audit services provided, with respect to any GAGAS audit it performs. A critical component of this determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The auditor should determine that the audited entity has designated an individual who possesses suitable skill, knowledge or experience, and that the individual understands the services to be performed sufficiently to oversee them. The individual is not required to possess the expertise to perform or reperform the services. The auditor should document consideration of management's ability to effectively oversee non-audit services to be performed.

3.35

If an auditor were to assume management responsibilities for an audited entity, the management participation threats created would be so significant that no safeguards could reduce them to an acceptable level. Management responsibilities involve leading and directing an entity, including making decisions regarding the acquisition, deployment and control of human, financial, physical, and intangible resources.

3.36

Whether an activity is a management responsibility depends on the facts and circumstances and auditors exercise professional judgment in identifying these activities. Examples of activities that are considered management responsibilities and would therefore impair independence if performed for an audited entity include:

- a. setting policies and strategic direction for the audited entity;
- b. directing and accepting responsibility for the actions of the audited entity's employees in the performance of their routine, recurring activities;
- c. having custody of an audited entity's assets;
- d. reporting to those charged with governance on behalf of management;
- e. deciding which of the auditor's or outside third party's recommendations to implement;
- f. accepting responsibility for the management of an audited entity's project;
- g. accepting responsibility for designing, implementing, or maintaining internal control;
- h. providing services that are intended to be used as management's primary basis for making decisions that are significant to the subject matter of the audit;
- i. developing an audited entity's performance measurement system when that system is material or significant to the subject matter of the audit; and
- j. serving as a voting member of an audited entity's management committee or board of directors.

3.37

Auditors performing non-audit services for entities for which they perform audits should obtain assurance that audited entity management performs the following functions in connection with the non-audit services:

- a. assumes all management responsibilities;
- b. oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience;
- c. evaluates the adequacy and results of the services performed; and
- d. accepts responsibility for the results of the services.

3.38

In cases where the audited entity is unable or unwilling to assume these responsibilities (for example, the audited entity does not have an individual with suitable skill, knowledge or experience to oversee the non-audit services provided, or is unwilling to perform such functions due to lack of time or desire), the auditor's provision of these services would impair independence.

3.39

In connection with non-audit services, auditors should establish and document their understanding with the audited entity's management or those charged with governance, as appropriate, regarding the following:

- a. objectives of the non-audit service;
- b. services to be performed;

- c. audited entity's acceptance of its responsibilities;
- d. the auditor's responsibilities; and
- e. any limitations of the non-audit service.

3.40

Routine activities performed by auditors that relate directly to the performance of an audit, such as providing advice and responding to questions as part of an audit, are: not considered non-audit services under GAGAS. Such routine activities generally involve providing advice or assistance to the entity on an informal basis as part of an audit. Routine activities typically are insignificant in terms of time incurred or resources expended and generally do not result in a specific project or engagement or in the auditors producing a formal report or other formal work product. However, activities such as financial statement preparation, cash to accrual conversions and reconciliations are considered non-audit services under GAGAS, not routine activities related to the performance of an audit, and are evaluated using the conceptual framework as discussed in paragraph 3.46

3.41

Routine activities directly related to an audit include the following:

- a) Providing advice to the audited entity on an accounting matter as an ancillary part of the overall financial audit;
- b) Researching and responding to the audited entity's technical questions on relevant tax laws as an ancillary part of providing tax services;
- c) Providing advice to the audited entity on routine business matters;
- d) Educating the audited entity on matters within the technical expertise of the auditors; and
- e) Providing information to the audited entity that is readily available to the auditors, such as best practices and benchmarking studies.

3.42

An auditor who previously performed non-audit services for an entity that is a prospective subject of an audit should evaluate the impact of those non-audit services on independence before accepting an audit. If the non-audit services were performed in the period to be covered by the audit, the auditor should (1) determine if the non-audit service is expressly prohibited by GAGAS and, if not, (2) determine whether a threat to independence exists and address any threats noted in accordance with the conceptual framework.

3.43

Non-audit services provided by auditors can impact independence of mind and in appearance in periods subsequent to the period in which the non-audit service was provided. For example, if auditors have designed and implemented an accounting and financial reporting system that is expected to be in place for many years, a threat to independence in appearance for future financial audits or attestation engagements performed by those auditors may exist in subsequent periods. For recurring audits, having another independent audit organization perform an audit of the areas affected by the non-audit service may provide a safeguard that allows the audit organization that provided the non-audit service to mitigate the threat to its independence. Auditors use professional judgment to determine whether the safeguards adequately mitigate the threats.

3.44

An auditor in a government entity may be required to perform a non-audit service that could impair the auditor's independence with respect to a required audit. If the auditor cannot, as a consequence of constitutional or statutory requirements over which the auditor has no control, implement safeguards to reduce the resulting threat to an acceptable level, or decline to perform or terminate a non-audit service that is incompatible with audit responsibilities, the auditor should disclose the nature of the threat that could not be eliminated or reduced to an acceptable level and modify the GAGAS compliance statement accordingly.

Consideration of Specific Non-audit Services

3.45

By their nature, certain non-audit services directly support the entity's operations and impair auditors' ability to maintain independence in mind and appearance. The non-audit services discussed below are among those frequently requested of auditors:

working in a government environment. Some aspects of these services will impair an auditor's ability to perform audits for the entities for which the services are provided. The specific services indicated are not the only non-audit services that would impair an auditor's independence.

3.46

Auditors may be able to provide non-audit services in the broad areas indicated in paragraph 3.49 through paragraph 3.58 without impairing independence if (1) the non-audit services are not expressly prohibited, (2) the auditor has determined that the requirements for performing non-audit services in paragraph 3.34 through 3.44 have been met, and (3) any significant threats to independence have been eliminated or reduced to an acceptable level through the application of safeguards. Auditors should use the conceptual framework to evaluate independence given the facts and circumstances of individual services not specifically prohibited in this section.

3.47

For performance audits and agreed-upon procedures engagements, non-audit services that are otherwise prohibited by GAGAS may be provided when such services do not relate to the specific subject matter of the engagement.

3.48

For financial statement audits and examination or review engagements, a non-audit service performed during the period covered by the financial statements may not impair an auditor's independence with respect to those financial statements provided that the following conditions exist:

- a. the non-audit service was provided prior to the period of professional engagement;
- b. the non-audit service related only to periods prior to the period covered by the financial statements; and
- c. the financial statements for the period to which the non-audit service did relate were audited by another auditor (or in the case of an examination or review engagement, examined, reviewed or audited by another auditor as appropriate).

Management Responsibilities

3.49

If performed on behalf of an audited entity by the entity's auditor, management responsibilities such as those listed in [paragraph 3.36](#) would create management participation threats so significant that no safeguards could reduce them to an acceptable level. Consequently, the auditor's independence would be impaired with respect to that entity.

Preparing Accounting Records and Financial Statements

3.50

Some services involving preparation of accounting records always impair an auditor's independence with respect to an audited entity. These services include:

- a. determining or changing journal entries, account codes or classifications for transactions, or other accounting records for the entity without obtaining management's approval;
- b. authorizing or approving the entity's transactions; and
- c. preparing or making changes to source documents without management approval. Source documents include those providing evidence that transactions have occurred (for example, purchase orders, payroll time records, customer orders, and contracts). Such records also include an audited entity's general ledger and subsidiary records or equivalent.

3.51

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework, even if the auditor assisted in drafting those financial

statements. Consequently, an auditor's acceptance of responsibility for the preparation and fair presentation of financial statements that the auditor will subsequently audit would impair the auditor's independence.

3.52

Services related to preparing accounting records and financial statements that an auditor may be able to provide to an audited entity if the conditions in [paragraph 3.46](#) are met include:

- a. recording transactions for which management has determined or approved the appropriate account classification, or posting coded transactions to an audited entity's general ledger;
- b. preparing financial statements based on information in the trial balance;
- c. posting entries that have been approved by an audited entity's management to the entity's trial balance;
- d. preparing account reconciliations that identify reconciling items for the audited entity management's evaluation; and
- e. proposing standard, adjusting, or correcting journal entries or other changes affecting the financial statements to an audited entity's management provided management reviews and accepts the entries and the auditor is satisfied that management understands the nature of the proposed entries and the impact the entries have on the financial statements.

Internal Audit Assistance Services Provided by External Auditors

3.53

Internal audit assistance services involve assisting an entity in the performance of its internal audit activities. Certain internal audit assistance activities always impair an external auditor's independence with respect to an audited entity. These activities include:

- a. setting internal audit policies or the strategic direction of internal audit activities;
- b. performing procedures that form part of the internal control, such as reviewing and approving changes to employee data access privileges; and
- c. determining the scope of the internal audit function and resulting work.

Internal Control Monitoring as a Non-audit Service

3.54

Accepting responsibility for designing, implementing or maintaining internal control includes accepting responsibility for designing, implementing or maintaining monitoring procedures. Monitoring involves the use of either ongoing monitoring procedures or separate evaluations to gather and analyze persuasive information supporting conclusions about the effectiveness of the internal control system. Ongoing monitoring procedures performed on behalf of management are built into the routine, recurring operating activities of an organization. Therefore, the management participation threat created if an auditor performs or supervises ongoing monitoring procedures is so significant that no safeguards could reduce the threat to an acceptable level.

3.55

Separate evaluations are sometimes performed as non-audit services by individuals who are not directly involved in the operation of the controls being monitored. As such, it is possible for an auditor to provide an objective analysis of control effectiveness by performing separate evaluations without creating a management participation threat that would impair independence. However, in all such cases, the significance of the threat created by performing separate evaluations should be evaluated and safeguards applied when necessary to eliminate the threat or reduce it to an acceptable level. Auditors should assess the frequency of the separate evaluations as well as the scope or extent of the controls (in relation to the scope of the audit performed) being tested when evaluating the significance of the threat. An evaluation prepared as a non-audit service is not a substitute for audit procedures in a GAGAS audit.

3.56

Services related to information technology (IT) systems include the design or implementation of hardware or software systems. The systems may aggregate source data, form part of the internal control over the subject matter of the audit or generate information that affects the subject matter of the audit. IT services that would impair independence if provided by an audit organization to an audited entity include:

- a. designing or developing a financial or other IT system that will play a significant role in the management of an area of operations that is or will be the subject matter of an audit;

- b. providing services that entail making other than insignificant modifications to the source code underlying such a system; and
- c. operating or supervising the operation of such a system.

Valuation Services

3.57

A valuation comprises the making of assumptions with regard to future developments, the application of appropriate methodologies and techniques and the combination of both to compute a certain value, or range of values, for an asset, a liability, or an entity as a whole. If an audit organization provides valuation services to an audited entity and the valuations would have a material effect, separately or in the aggregate, on the financial statements or other information on which it is reporting, and the valuation involves a significant degree of subjectivity, the audit organization's independence would be impaired.

Other Non-audit Services

3.58

Provision of certain other non-audit services always impairs an external auditor's independence with respect to an audited entity. These activities include:

- a. Nontax disbursement — prohibited non-audit services
 - 1. Accepting responsibility to authorize payment of audited entity funds, electronically or otherwise.
 - 2. Accepting responsibility for signing or cosigning audited entity checks, even if only in emergency situations.
 - 3. Maintaining an audited entity's bank account or otherwise having custody of an audited entity's funds or making credit or banking decisions for the audited entity.
 - 4. Approving vendor invoices for payment
- b. Benefit plan administration — prohibited non-audit services
 - 1. Making policy decisions on behalf of audited entity management.
 - 2. When dealing with plan participants, interpreting the plan document on behalf of management without first obtaining management's concurrence.
 - 3. Making disbursements on behalf of the plan.
 - 4. Having custody of a plan's assets.
 - 5. Serving a plan as a fiduciary as defined by the Employee Retirement Income Security Act (ERISA).
- c. Investment—advisory or management — prohibited non-audit services
 - 1. Making investment decisions on behalf of audited entity management or otherwise having discretionary authority over an audited entity's investments.
 - 2. Executing a transaction to buy or sell an audited entity's investment.
 - 3. Having custody of an audited entity's assets, such as taking temporary possession of securities purchased by an audited entity.
- d. Corporate finance—consulting or advisory — prohibited non-audit services
 - 1. Committing the audited entity to the terms of a transaction or consummating a transaction on behalf of the audited entity.
 - 2. Acting as a promoter, underwriter, broker-dealer, guarantor of audited entity securities or distributor of private placement memoranda or offering documents.
 - 3. Maintaining custody of an audited entity's securities.
- e. Executive or employee personnel matters — prohibited non-audit services
 - 1. Committing the audited entity to employee compensation or benefit arrangements.
 - 2. Hiring or terminating audited entity employees.
- f. Business risk consulting — prohibited non-audit services
 - 1. Making or approving business risk decisions.
 - 2. Presenting business risk considerations to those charged with governance or others on behalf of management.

Documentation

3.59

Documentation of independence considerations provides evidence of the auditor's judgments in forming conclusions regarding compliance with independence requirements. GAGAS contains specific requirements for documentation related to independence which may be in addition to the documentation that auditors have previously maintained. While insufficient documentation of an auditor's compliance with the independence standard does not impair independence, appropriate documentation is required under the GAGAS quality control and assurance requirements. The independence standard includes the following documentation requirements:

- a) document threats to independence that require the application of safeguards, along with safeguards applied, in accordance with the conceptual framework for independence as required by paragraph 3.24;
- b) document the safeguards required by paragraph 3.30 if an audit organization is structurally located within a government entity and is considered independent based on those safeguards;
- c) document consideration of audited entity management's ability to effectively oversee a non-audit service to be provided by the auditor as indicated in paragraph 3.34; and
- d) document the auditor's understanding with an audited entity for which the auditor will perform a non-audit service as indicated in paragraph 3.39.



February 20, 2026

Mr. Will Duffel
Town of Ashland City
233 Tennessee Waltz Parkway
Ashland City, TN 37015

Dear Mr. Duffel:

On behalf of the audit team of Strategic Vision Advisory Group, PLLC, I want to thank you for allowing us to respond to your Request for Proposal to continue to perform the financial and compliance audit for the Town of Ashland City, Tennessee. This firm has experienced continuous growth and success as it meets and exceeds client expectations. Our goal is to provide responsive, innovative services of the highest quality to our clients.

Our expertise in governmental auditing and accounting combined with access to resources empowers us to solve any challenges encountered during the audit. The engagement team will maintain a knowledgeable, yet non-intrusive approach to fieldwork, and deliver a quality audit with few disruptions of the Town's on-going operations.

I can attest that Strategic Vision Advisory Group, PLLC holds a valid permit in the State of Tennessee. We are members in good standing with the American Institute of Certified Public Accountants and the Tennessee Society of Certified Public Accountants.

I am authorized to make representations for and to bind our firm. Should you have any questions, I encourage you to contact me via telephone at (931) 393-3307 or via email at vnabors@strategicvisioncpa.com.

I am confident that our proposal addresses your needs and we welcome this opportunity to differentiate our firm from the competition.

This proposal is a firm and irrevocable offer for a period of sixty (60) days.

Sincerely,

Vanessa Nabors

Vanessa Nabors, CPA, MBA, CMFO

931.393.3307

www.StrategicVisionCPA.com
515 NW Atlantic St, Tullahoma, TN 37388

Fax: 931.325.6883



COMPANY PROFILE

Strategic Vision Advisory Group, PLLC (SVAG) is a firm of accountants and auditors with offices in Cookeville, Fayetteville, and Tullahoma, Tennessee. Our firm was formed through the acquisition of three long standing firms with over 25 year's experience. Our commitment to clients has enabled us to develop and maintain strong professional relationships.

We separate ourselves from other firms through:

- Extensive manager involvement on each engagement
- Manager on-site during fieldwork
- Experienced staff members
- Efficiency during fieldwork; minimal interference in daily operations of our clients
- Availability to clients as a specialized resource even after completion of the audit
- Reasonable fees for engagements

Our audit practice has been concentrated on:

1. Audits of local governments;
2. Controllorship and accounting support services for local governments; and
3. Compliance procedures of transient occupancy tax on behalf of local governments.

Our audit clients range from small public utility districts to mid-size cities. As members of the Tennessee Government Finance Officers Association, Government Finance Officers Association, and Tennessee Society of Certified Public Accountants, we have access to the latest developments in accounting, auditing, and the various rules and regulations that affect local governments. Membership in these organizations provides the firm with additional resources designed to enhance audit quality and ensure application of best audit practices.

SVAG's audit team consists of six professionals; four of whom are licensed CPAs. Two of the firm's CPAs are former auditors with the Office of the Comptroller of the State of Tennessee, and one audit manager is a former auditor with the State of Alabama. The Director of Audit and Assurance and an Audit Manager will supervise the audit staff should our proposal be accepted.

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

SCOPE OF SERVICES

We understand that the Town of Ashland City requires timely audit services, and we are committed to meeting all terms, conditions, and requirements.

The period covered will be for the fiscal year ending June 30, 2026. The scope of services will be the following:

1. The financial and compliance audit will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Audit Manual of the Comptroller of the Treasury of the State of Tennessee. An opinion that the basic financial statements (along with all applicable footnotes, required supplementary information, and the schedule of expenditures of federal awards and state financial assistance) are fairly presented will be expressed on the opinion units identified in the AICPA Audit and Accounting Guide, as well as those additional requirements of the Tennessee Department of Audit's *Audit Manual*.
2. The audit manager will attend any audit planning meetings as requested by the town prior to beginning preliminary work and as needed throughout the engagement. We will provide any recommendations with regard to internal control procedures and/or operational best practices.
4. Preliminary audit fieldwork will begin in coordination with management as soon as reasonably possible, but no later than October 15, 2026. All fieldwork will be scheduled in advance with management.
5. Upon completion of a draft report, the audit manager will request an exit conference with the town staff and the Town Mayor. We will present any audit findings and recommendations affecting the financial statements; internal control structure; accounting procedures; accounting systems; and any instances of noncompliance with laws and regulations and any other material matters. Management will be given the opportunity to respond to any findings and recommendations in writing via a corrective action plan, which will be included in the annual financial report. Any adjusting journal entries will be submitted for approval prior to posting to the financial records. Any adjusting journal entries not approved by management will be discussed and resolved prior to the issuance of a final audit report.
6. The audit manager will attend the meeting of the governing body of the Town of Ashland City subsequent to completion of the audit and provide bound copies (number to be requested by management) of the audited financial statements and be available on-site for questions.
7. We will prepare and submit the Town of Ashland City's annual financial report to the Comptroller of the Treasury of the State of Tennessee via the CARS system on or before December 31st of each year.

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

OUR AUDIT APPROACH

The audit process begins with the assignment of staff to the engagement. Our engagement team has the expertise to provide the level of service desired by your organization. Engagements are supervised by the audit manager, and an audit manager will be present on-site during fieldwork. As high-level involvement is vital to a quality audit, the audit manager's time will account for approximately 40% of total hours spent on the engagement. The team's approach is to be efficient, yet non-intrusive.

We believe on-going communication throughout the entire audit will ensure that all aspects of the audit are thoroughly addressed. We encourage regular communications throughout the year, not just during fieldwork. As such, we do not anticipate any potential audit problems will arise during the engagement.

Audit Planning

The audit planning process includes risk assessment and review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met.

Risk Assessment

As part of the extensive planning phase, the engagement team will discuss with management issues specific to the Town's internal and external environment, significant events, as well as economic and political factors. This discussion will help determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control environment.

Control Environment

We will document and test the following control processes to evaluate their effectiveness in preparing reliable financial statements:

- Disbursements
- Receipts
- Payroll
- Journal entry process
- IT and general computer controls
- Grant compliance and reporting

Based on our understanding of the Town's risks and control environment, we will design substantive procedures and communicate the audit approach to management.

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Substantive Procedures

Substantive audit procedures are designed based on the risk assessment process. Complex and high-risk accounts will be identified early in the audit process and these accounts will be assigned to the audit team for actual testing. We use a risk-based audit approach which depends on an extensive use of audit data analytics (ADA). The use of ADA's assist the auditor in planning, performing, and evaluating each substantive analytical procedure. Our substantive analytical procedures will include at least the following:

- Tests of account details
- Trend and ratio analysis
- Review of management's estimates and budgets
- Evaluation of misstatements
- Review of subsequent events and contingencies

Audit Sampling

Audit sampling provides the auditor an appropriate basis on which to conclude on an audit area by examining evidence from a sample of a population. We utilize both statistical and non-statistical sampling techniques as described in the AICPA's Audit Sampling Guide, depending on the type of testing being performed. Internal control, substantive, and compliance testing samples are generally selected using non-statistical techniques. Sample sizes are determined by risk assessment and nature of the population. We may use statistical sampling to assist with forensic testing in areas which have a higher risk of misstatement due to fraud; however, our use of data analytics actually reduces the amount of sampling required as well as the sample size.

Preparation of the Audit Report and Review

Audit workpapers are reviewed throughout the audit by the audit manager. Before we conclude fieldwork, the file will be substantially reviewed, and any issues will be discussed and resolved. The financial statements are prepared by the audit manager. Draft reports and financial statements are reviewed by the Director of Audit and Assurance. The final review will be conducted by the firm's CPA in charge of quality control.

Work Paper Retention

Audit programs, workpapers and reports will be retained for a period of seven (7) years after the completion of the audit and are available for inspection by the Town's oversight or cognizant agencies; parties designated by the federal or state government; and auditors of the Tennessee Comptroller of the Treasury.

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Quality Control

SVAG's system of quality control consists of two major parts:

1. Determination of the firm's objectives – to ensure that the firm and its employees comply with professional standards and all applicable regulatory and legal requirements. In addition, that the firm's partners issue reports that are appropriate to the engagement.
2. Implementation of policies designed to achieve the aforementioned objectives and procedures deemed necessary to implement and monitor compliance with those policies.

The firm's overarching elements with regard to a system of quality control consists of:

- Governance and Leadership
- Ethical Requirements
- Client relationships
- Resources
- Engagement performance
- Information and Communication
- Monitoring and Remediation

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

THE ENGAGEMENT TEAM

The team assigned to perform the audit of the Town of Ashland City will be composed of professionals with extensive experience in audit engagements. Our small, efficient working group maintains a knowledgeable, yet non-intrusive, approach to the audit. In this way, we will deliver an audit of exceptional quality requiring few disruptions in the conduct of the Town's on-going operations. Our local government audit clients know that they will not be expected to train new audit staff each season. Engagements at SVAG are conducted under the supervision of an audit manager. This assures that quality standards are maintained and all client requirements are met.

We propose the following audit team:

Sabrina Mapes, CPA, MBA, Chief Executive Officer
Mark H. Crocker, CPA, CGMA, CMFO, Quality Review
Vanessa Nabors, CPA, MBA, CMFO, Director of Audit and Assurance
Dawn Shirley, CPA, CMFO, Audit Manager
Brittany D. Meats, MAcc, Audit Manager

The U.S. Government Accountability Office's Yellow Book, *Government Auditing Standards*, requires auditors to maintain professional competence through continuing professional education. Each auditor performing work under generally accepted government accounting standards is required to complete a minimum of 80 hours of continuing professional education every two years; 24 of the 80 hours must be directly related to government auditing or the government environment. Our audit team exceeds the required educational hours, receiving governmental and Single Audit specific training throughout the year through conferences hosted by entities such as the AICPA, GFOA, TGFOA, and NASACT. Every auditor in the field has had training in various aspects of governmental auditing.

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Sabrina Mapes, CPA, MBA – Chief Operating Officer

Sabrina has over 25 years of healthcare experience, and she has managed global operations teams and transformation initiatives across large non-profit organizations and a Fortune 4 company.

Sabrina is an active CPA and has previously served various healthcare finance and accounting roles, including internal audit for a publicly traded health system, Controller and Chief Financial Officer of a multi-hospital system.

In addition to her healthcare experience, Sabrina is an avid investor, with over 15 years of active investing experience. She has dedicated a great deal of time and energy educating herself on alternative investments and tax mitigation strategies. She serves as a mentor and coach in the Executive Leadership and Financial Management spaces.

INDUSTRY EXPERIENCE:

RELEVANT ENGAGEMENT EXPERIENCE:

City of Allardt
City of Baxter
City of Winchester
Doe Mountain Recreation Authority

OTHER EXPERTISE:

Accounting and auditing issues for local governments

DESIGNATIONS:

Certified Public Accountant (CPA)

PROFESSIONAL MEMBERSHIPS:

American Institute of Certified Public Accountants
Tennessee Society of Certified Public Accountants
Tennessee Government Finance Officers Association

EDUCATION:

Master of Business Administration – Emphasis in Accounting

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Mark H. Crocker, CPA, CGMA, CMFO – Quality Review

Mark joined the firm in 2020 as a consultant to assist with quality control matters and the review of all local government audits and related workpapers. Mark began his career as an auditor with the Tennessee Comptroller of the Treasury. Mark served as the CFO and COO of the Cumberland Science Museum (now the Adventure Science Center), as the CFO of Wright Travel, and as a financial analyst in the Office of the Attorney General. He spent 3 years as the Investigator for the Board of Accountancy where he assisted in the development of the General Ethics course and of the State Specific Ethics course which is now required CPE for all active CPAs. He was Executive Director of the Tennessee State Board of Accountancy from 2007-2015 and served as Chairman of the Executive Directors' Committee for the National Association of State Boards of Accountancy (NASBA) in 2013-2014. As an auditor with the Internal Revenue Service, he was one of five agents tasked with oversight of IRS arbitrage regulations and compliance regarding debt issuance by local governments.

INDUSTRY EXPERIENCE:	Adjunct Professor in Accounting – MTSU (1993-2004) Lecturer – Undergraduate and Graduate Level Accounting at MTSU (2015-2017) Municipalities Utility Districts Nonprofits
RELEVANT ENGAGEMENT EXPERIENCE:	City of Clarksburg City of Ducktown City of Whitwell City of Winchester Rural Health Association of Tennessee Sewanee Utility District
OTHER EXPERTISE:	Accounting and auditing issues for local governments
DESIGNATIONS:	Certified Public Accountant (CPA) Certified Government Management Accountant (CGMA) Certified Municipal Finance Officer (CMFO)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants Tennessee Society of Certified Public Accountants Tennessee Government Finance Officers Association
EDUCATION:	Master of Arts in American History – Emphasis in Historic Preservation Middle Tennessee State University Bachelor of Arts – American History, Accounting Middle Tennessee State University

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Vanessa Nabors, CPA, MBA, CMFO – Director of Audit and Assurance

Vanessa joined the firm in 2025. She began her career in public accounting where she planned and supervised audits of local governments, nonprofits, and banks. In 2009, she joined a nonprofit where she oversaw all accounting and business functions for the business. In 2016, she became the controller of a concrete manufacturer. She was responsible for monthly close, external audits, multi-state sales tax filing, software transition, and general ledger restructuring. In 2017, she became the finance director for a local government in Tennessee, where she oversaw all financial affairs of the City, including budgeting, financial reporting, and grant compliance.

INDUSTRY EXPERIENCE:	Municipalities Nonprofits Banking
OTHER EXPERTISE:	Financial Statement Preparation Research Guru
RELEVANT ENGAGEMENT EXPERIENCE:	City of Baxter City of Ducktown City of Millersville City of Whitwell Marion County Library Board Town of Powell's Crossroads
DESIGNATIONS:	Certified Public Accountant (CPA) Certified Municipal Finance Officer (CMFO)
EDUCATION:	Master of Business Administration in Accounting Tennessee Tech University

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Dawn R. Shirley, CPA, CMFO – Audit Manager

Dawn joined the firm in 2022. She began her career in the Office of the State Comptroller where she planned and supervised audits of state agencies. She was next employed at Western Kentucky University where she conducted the day-to-day functions of the Foundation, coordinated and supervised the investment portfolio, and ensured compliance with tax laws regarding donations. Dawn also has wide experience in providing accounting services to healthcare operations and assisted in closing the books for those entities in preparation for the annual audit. As part of our engagement team, she has been instrumental in preparing financial statements, supervising audit preparation for our clients, and writing the audit reports and the financial disclosures.

INDUSTRY EXPERIENCE:

Municipalities
Utility Districts
Nonprofits

OTHER EXPERTISE:

Financial Statement Preparation
Entity Specific Research
Software Applications related to
the production of GAAP statements

**RELEVANT ENGAGEMENT
EXPERIENCE:**

City of Manchester
City of Winchester
Crockett Mills Utility District
Harbor Utility District
Rural Health Association of Tennessee
Sewanee Utility District
Town of Tracy City

DESIGNATIONS:

Certified Public Accountant (CPA)
Certified Municipal Finance Officer (CMFO)

EDUCATION:

Bachelor of Business Administration in Accounting
Austin Peay State University

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

Brittany D. Meats –Audit Manager

Brittany joined the firm in May of 2023. She spent almost two years employed with the State of Alabama before making the move to the Volunteer State. Brittany performed audit planning, audit programs, and reviewed and evaluated the financial statements, schedules, reports and exhibits to ensure accuracy. She also had extensive training in risk assessment and ensuring that workpapers were properly created and that they were clear and presented the accurate conclusions. She has continued that work at SVAG and is an essential part of writing and editing our audit reports.

INDUSTRY EXPERIENCE:

Municipalities
Utility Districts
Nonprofits

OTHER EXPERTISE:

Accounting and auditing issues for local governments

RELEVANT ENGAGEMENT EXPERIENCE:

City of Winchester
Cold Springs Utility District
Harbor Utility District
Rural Health Association of Tennessee
Sewanee Utility District
Town of Tracy City

DESIGNATIONS:

Audit Manager

PROFESSIONAL MEMBERSHIPS:

Tennessee Government Finance Officers Association

EDUCATION:

Master of Accountancy
Middle Tennessee State University

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

LOCAL GOVERNMENT AUDIT CLIENTS

City of Algood
City of Clarksburg
City of Ducktown
City of Rockford
City of Whitwell
City of Winchester
Town of Baxter
Town of Tracy City
Winchester Airport Authority
South Carroll Utility District
Crockett Mills Utility District
Duck River Utility Commission
Harbor Utility District
East Sevier County Utility District
Sewanee Utility District
Carroll County Indigent Care Board
Doe Mountain Recreation Authority
Marion County Library Board

LOCAL GOVERNMENT CONTROLLERSHIP CLIENTS

City of Caryville
City of Graysville
City of Lynnville
City of Oak Hill

TRANSIENT OCCUPANCY TAX CLIENTS

City of Kingsport
City of Murfreesboro
Town of Smyrna
City of Goodlettsville
Rutherford County Government
Sumner County Government
Franklin County Government
Williamson County Government
Metro Davidson County Government
City of Brentwood
City of Franklin

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

REFERENCES:

Town of Tracy City
Roxanna Fults, City Recorder
50 Main Street
Tracy City, TN 37387
(931) 592-6213
Email: tracycity@benloland.net

City of Ducktown
Sheryl Miller, City Recorder
322 Main Street
Ducktown, TN 37326
(423) 496-3546
Email: ducktown@etcmail.com

Duck River Utility Commission
Randal Braker, General Manager
270 Water Plant Lane
Tullahoma, TN 37388
(931) 455-6458
Email: manager@druc.org

Rutherford County Government
Michael Smith, CPA, Budget & Finance Director
1 Public Square, Suite 201
Murfreesboro, TN 37130
(615) 898-7795
Email: msmith@rutherfordcountyttn.gov

Brad Harris, CPA, Finance and Accounting Consultant
Municipal Technical Advisory Service
(423) 718-0797
Email: Brad.Harris@tennessee.edu

Proposal to Provide Audit Services for the Town of Ashland City, Tennessee

ENGAGEMENT FEES:

Audit fees for the year ending June 30, 2026 are to be established at \$35,000. An additional \$4,000 will be charged for completing the account crosswalk required by the Comptroller of the Treasury. If Single Audit is required, that would be an additional fee of \$10,000.

Incidental Expenses – The firm will bill for reimbursement for any out-of-pocket expenses, including travel, incurred in the normal conduct of the engagement.

ADDITIONAL PROFESSIONAL SERVICES

Advisory and Other Services - SVAG may also furnish other accounting services, which may include advisory and system accounting services as requested by the Town of Ashland City; however, the firm will never provide any service that might impair our independence under professional standards. If it should become necessary for the Town to request SVAG to render any additional services to either supplement the services requested or perform additional work as a result of specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Ashland City and SVAG. As with all local government audit clients, our staff will always be available for questions on auditing and accounting issues raised by employees and the governing body of the Town.

CERTIFICATIONS

License to Practice

SVAG is a properly licensed, certified public accounting firm in the State of Tennessee (Firm Permit #51114). All certified public accountants involved in audit engagements of the Firm are licensed to practice in the State of Tennessee and have received in excess of the minimum number of continuing professional education hours required by the Tennessee State Board of Accountancy and American Institute of Certified Public Accountants.

Quality Reviews

SVAG is enrolled in the AICPA Peer Review Program as required by the Tennessee State Board of Accountancy.

Independence

SVAG is independent of the Town of Ashland City as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's Government.

Auditing Standards

SVAG is independent of all associated agencies of the Town of Ashland City, as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*.

Ashland City Hall - Be Maintenance

Ashland City Hall, Tennessee

Quote created: March 6, 2026

Quote expires: March 1, 2027

405 N MAIN ST
Ashland City, TN 37015 United
States

Salesperson:

Install Location E-Auto#:

Billing Account E-Auto#:

Will Duffel
wduffel@ashlandcitytn.gov

Job FolderLink:

<https://bankpak.sharepoint.com/sites/HubspotTest/%20Be%20Maintenance>

Scope of Work:

Bank Equipment Maintenance Agreement:

Coverage Start Date:

Coverage Hours:

- **Standard Business Hours:** 8 AM - 5 PM, including holidays that fall on Monday through Friday.

Included Services:

- **Labor:** Covers labor for all service calls, technical support, and repairs.
- **Maintenance Tasks:** Includes inspections, cleaning, adjustments, testing, lubrication, repairs, and component replacements as necessary.

Billing for Parts:

- **Parts Replacement:** Any parts used for replacements will be billed in addition to the labor contract.

Annual Benefits:

- **Preventive Maintenance:** One free annual preventive maintenance call for each piece of equipment.
- **Locks:** Includes one combination change annually.

Exceptions:

- **Service Repairs Outside Coverage Hours:** Any service requests outside the specified coverage hours.
- **Vandalism:** Damage caused by intentional harm.
- **Uncontrolled Environmental Events:** Events such as natural disasters (acts of God).

Install Location: 405 N Main St, Ashland City, TN 37015

Item & Description	Part Number	Cost	Price	Quantity	Total
Deal Drawer - Includes Audio			\$465.00 / year	1	\$465.00 / year
Envelope Depository			\$135.00 / year	1	\$135.00 / year

Annual subtotal	\$600.00
<hr/>	
Total	\$600.00

Purchase terms

Net 30. Payment is due 30 days before start of service agreement.

BANKPAK, INC.

Chase Carroll

Representative Name & Title

Chase Carroll

Signature

04 / 01 / 2026

Date

CUSTOMER

Representative Name & Title

Signature

Date

Will Duffel

From: Verizon <info@public.solution.verizon.com>
Sent: Friday, March 6, 2026 12:15 PM
To: accountspayable
Subject: Continuity of Verizon Wireless Service(s) under State of Tennessee DGS Contract

Some people who received this message don't often get email from info@public.solution.verizon.com. [Learn why this is important](#)



Dear Valued Customer:

Your State of Tennessee DGS (RFQ#32110-32711) Contract with Verizon Wireless will expire on 4/30/2026. To ensure continuity of service for your organization's wireless services, your account needs to transition to the new Verizon Wireless - State of Tennessee DGS (RFQ#32110-00811) Contract immediately.

We have partnered with the Tennessee Department of General Services to make this transition of your organization's account(s) easy. Simply click on the "YES" below and we will move your organization's account(s) to the new Verizon Wireless - Tennessee DGS Contract. By clicking "YES," your organization is agreeing to the terms of the new Verizon Wireless – Tennessee DGS Contract and any terms negotiated with Verizon Wireless. Terms of the new Verizon Wireless - Tennessee Contract are available for review on the [Tennessee Central Procurement Office – Statewide Contracts Website](#).

Upon having your profile/account moved to the new Contract, your organization's account contact(s) (individuals previously authorized to submit orders or obligate funds for your organization) will remain the same unless you notify us of a change.

While we hope that your organization chooses to transition to the new Verizon Wireless – Tennessee DGS Contract, participation is not mandatory. You can simply click "NO" below. However, when the Verizon Wireless – Tennessee DGS (RFQ#32110-32711) Contract expires, your organization will lose the discounts and benefits it has been eligible to receive under that agreement without the opportunity to enjoy the discounts and benefits negotiated under the new Verizon Wireless - Tennessee DGS (RFQ#32110-00811) Contract immediately.

TRANSITION ELECTION:

YES

My organization elects to transition to the new Verizon Wireless - State of Tennessee (RFQ#32110-00811) Contract.

NO

I understand my organization will lose the discounts and benefits of the Verizon Wireless - State of Tennessee (RFQ#32110-32711) Contract when it expires without the opportunity to enjoy the discounts and benefits negotiated under the new Verizon Wireless - State of Tennessee (RFQ #32110-00811) Contract and elect not to transition.

Verizon Wireless looks forward to continuing the benefits of our advanced technology solutions offer.

Sincerely,

Fernando Prince

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This email was sent to accountspayable@ashlandcitytn.gov. We respect your privacy. Please review our [Privacy Policy](#). You may [unsubscribe](#) from Verizon promotional emails at any time.

Verizon, One Verizon Way, Mail Code: 180WVB, Basking Ridge, NJ 07920



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Contract Issued to:

VERIZON COMMUNICATIONS INC (Cellco Partnership dba Verizon Wireless)
1095 AVENUE OF THE AMERICAS FL 8

NEW YORK, NY 10036

Contract Number: 000000000000000000089378

Title: Cellular Services and Devices

Start Date : February 01, 2026

End Date: January 31, 2029

Renewals: 2

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or

liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Richard Kotler
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/2534723
Email: richard.kotler@tn.gov

Line Information

Line 1

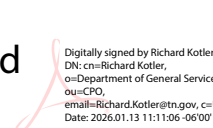
Item ID:
APCAT
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Usage Instructions

<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

APPROVED:  Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State
of TN CPO , ou=Department of
General Services,
email=mike.perry@tn.gov, c=US
Date: 2026.01.13 13:21:11 -06'00'

CHIEF PROCUREMENT OFFICER

BY: **Richard
Kotler**  Digitally signed by Richard Kotler
DN: cn=Richard Kotler,
o=Department of General Services,
ou=CPO,
email=Richard.Kotler@tn.gov, c=US
Date: 2026.01.13 11:11:06 -06'00'

PURCHASING AGENT

DATE

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Cellco Partnership d/b/a Verizon Wireless ("Contractor"), is for the provision of, Cellular Devices, Services, and Business Solutions as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a General Partnership.
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- a. The purpose of this document is to describe the requirements to establish a Restricted Statewide Contract to be used by the State in providing cellular services including Cellular Devices/Equipment, Service Plans, accessories and Business Solutions.
- A.2. DEFINITIONS. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract;
- a. 3rd Generation Partnership Project (3GPP). The term shall refer to the international standards body that covers wireless telecommunications network technologies (<http://www.gpp.org>)
 - b. 4G. The term "4G" shall mean fourth (4th) generation of Cellular Device technology.
 - c. 5G. The term "5G" shall mean fifth (5th) generation of Cellular Device technology.
 - d. Access Point. The term "Access Point" shall refer to a device, such as a wireless router, that allows wireless devices to connect to a network. Use one definition for devices and one for Service Plans
 - e. Access Point Name ("APN"). The term "APN" shall refer to the segmentation of a private network. APN is the name for the settings a Cellular Device reads to set up a connection to the gateway between a Carrier's cellular network and the internet.
 - f. Accessories. The term "Accessories" shall mean any equipment, add-on, or component intended for use with a Cellular Device or Devices.
 - g. Android. The term "Android" shall refer to cellular Smartphones running on the Android operating system developed by Google.
 - h. Apple Business Manager. The term "Apple Business Manager" (also known as ABM) shall refer to a set of Apple's business solutions including: Device enrollment, mobile device management, Device deployment, and automatic configuration.
 - i. Business Solutions. The term "Business Solutions" shall refer to a combination of ideas, services, and products that resolve a specific problem.
 - j. Cellular Device. The term "Cellular Device" shall mean a phone or other equipment that connects over wireless services. The State shall request in good faith that all Cellular Devices provided to the State be unlocked from the Carrier's network after sixty (60) days of activation.
 - k. Central Procurement Office ("CPO"). The term "CPO" shall refer to the State office established and empowered by Tenn. Code Ann. § 4-56-104.

- l. Connection Rights. The term "Connection Rights" shall refer to the State's right to connect to the Contractor's network through APN.
- m. Coverage Area. The term "Coverage Area" shall mean the geographic area in which the Carrier provides service. When located within this area, a Subscriber with a device that is compatible with the Carrier's network should be able to access wireless services on the Carrier's network or its partner networks.
- n. Device. The term "Device" shall refer to an object or piece of equipment including but not limited to; Phone, iPads, Hotspot's, routers, Femtocells, modems, and signal boosters.
- o. Disaster Recovery. Shall mean a set of policies and procedures to enable recovery or continuation of vital technology infrastructure and systems following a natural or human induced disaster.
- p. Electronic Data Interchange ("EDI"). The term "EDI" shall refer to the computer-to computer exchange of documents in an electronic format between the State and Contractor.
- q. Electronic Serial Number ("ESN"). The term "ESN" shall mean a unique identification number embedded by manufacturers on a microchip in wireless Devices.
- r. Flat Rate. The term "Flat Rate" shall mean a fixed monthly fee or fixed rate on a per minute basis for a Service Plan.
- s. iOS Phones. The term "iOS Phones" shall refer to cellular Smartphones running on the operating system created and developed by Apple Inc.
- t. iPad. The term "iPad" shall refer to a tablet computer, developed by Apple Inc. more generic
- u. International Mobile Equipment Identity ("IMEI"). The term "IMEI" shall mean a fifteen (15) or seventeen (17) digit code that uniquely identifies Cellular Devices'.
- v. Port. The term "Port" shall mean to take a current phone number away from the current Carrier and transport it to another Carrier. This same definition shall apply, regardless of verb tense: e.g., Ported, Porting.
- w. Service Plans. The term "Service Plans" shall mean a bundled subscription offering from a cellular carrier providing some combination of Services.
- x. "STS" shall mean the State's Strategic Technology Solutions division of the Department of Finance and Administration.
- y. Subscriber Identity Module Card ("SIM Card"). The term "SIM Card" shall mean a portable or electronic memory chip used in Devices.
- z. Subscriber. The term "Subscriber" shall mean a State employee or contractor that a service account has been established with a cellular Device Carrier.
- aa. Wireless Priority Service ("WPS"). The term "WPS" shall refer to the nationwide system in the United States that allows high-priority emergency telephone calls to avoid congestion on Cellular Device networks.

A.3. GENERAL CONTRACTOR REQUIREMENTS

- a. The State shall not be charged any activation or termination fee for any cellular service.
- b. All Cellular Devices shall be compliant with the State's need to have generational compatibility (typically 3 or 4 generation of devices) and provide a replacement at no cost to the State of all Cellular Devices whose operating system is no longer supported by the manufacturer.
- c. During the Term of the Contract, the Contractor shall provide, at no cost to the State, SIM Cards for all Cellular Devices and other Devices which require one. In those cases where a dual carrier

required each carrier shall provide the required device.

- d. Contractor shall provide, at no cost to the State, wall chargers, and a hard case with the initial purchase for all Cellular Devices purchased. Wall chargers will be provided with every replacement cellular device throughout the Term of the Contract
- e. In the event the State engages the services of a third party to access the accuracy of invoices from the Contractor, the Contractor shall support the transfer of billing information as required to the third party at no cost to the State.
- f. All goods furnished under this Contract must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of ordering.
- g. Throughout the Contract Term, the Contractor shall provide to the State Cellular Devices which are compatible with the latest software release and supported by the latest security patches and updates. Contractor may go back up to three (3) product generations as long as the compatibility requirement in Section A.3.2. is maintained. Any Cellular Device that is no longer compatible shall be replaced by the Contractor at no cost to the State.
 - (1) The Contractor will implement a support process for the inclusion of software applications, such as Microsoft Intune prior to shipping devices to customers.
- h. During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system.
- i. The Contractor shall allow State Subscribers to upgrade their Cellular Devices once every two (2) years at no cost to the State. In some cases, subject to acceptance, Contractor may make custom offers for Cellular Devices which include an upgrade term for thirty-six (36) months.
- j. Cloud Hosting Statement:

All applications must be hosted in the State's cloud tenant unless an exception has been issued by STS Security and Risk Management Team.
- k. Offshore Resources Statement:
 - (1) With the exception of State approved Offshore Resources exceptions, all State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.
 - (2) Access to State data shall be limited to US-based (onshore) resources only.
 - (3) Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 791 has defined to include the People's Republic of China, among others are prohibited.
 - (4) Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

A.4. DELIVERY AND SETUP

- a. Normal delivery. All Cellular Devices and other Devices ordered shall be delivered to the State and activation shall be completed within a maximum of three (3) business days of receipt of request for service unless an extension has been previously approved by the State.
- b. Emergency Overnight. Contractor shall support emergency overnight delivery, upon request, State. All orders placed by the State before 3:00 pm Central Time shall be overnighted by the

Contractor at no cost to the State. All orders placed by the State after 3:00 pm Central Time shall be delivered to the State within two (2) business days.

- c. Local Expedited Delivery. Contractor shall maintain an adequate stock of the designated free iPhone models to support same day activation and delivery of Devices within ten (10) miles of the State Capitol, when ordered prior to noon of the requested delivery date. For avoidance of doubt, "adequate stock" is no more than five (5) of the designated free iPhone models. Contractor may increase the quantity of stocked devices if the demands of the State increase. The Contractor is responsible for inside delivery of device to the designated locations.
- d. All Cellular Devices shall contain a customer setup sheet in the product's box on a single sheet of paper. The customer setup sheet shall contain:
 - (1) Contractor's device activation phone number
 - (2) Contractor's customer support phone number
 - (3) Contractor's setup instructions for provisioning

The State reserves the right to modify the requirements for the customer setup sheet as needed.

- e. The Contractor shall allow the State to temporarily, and permanently block, the following inbound and or outbound services on Cellular Devices and other Devices:
 - (1) Nationwide voice calls
 - (2) International voice calls
 - (3) Text messages
 - (4) Roaming
 - (5) Picture message
- f. All Cellular Device phones provided under this Contract shall include the following capabilities or be capable of having:
 - (1) Voicemail
 - (2) Caller ID
 - (3) Call forwarding
 - (4) Conference calling
 - (5) SMS/MMS
 - (6) Call waiting

g. The Contractor shall be a participating Apple authorized reseller or Carrier and support the automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager (ABM) program. Contractor will facilitate the management (such as input into ABM) of Apple, Inc products purchased by Agencies where necessary.

h. The Contractor shall be required to utilize an ITSM platform of the State's choosing. The ITSM platform will play a critical role as the key communication link between the State and the Contractor. This platform shall be used by the State to send trouble tickets and procurement tickets to the Contractor.

The total length of time required to resolve an ITSM ticket shall be tracked in the State's ITSM platform. The State shall use this information to determine whether tickets are being completed in a timely manner.

The Contractor shall complete all State ITSM ticket requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.

The Contractor shall be responsible for the procurement and cost associated with all ITSM licenses needed for Contractor employees

The State reserves the right to change the ITSM platform at any time during the Contract Term, and the State will disclose to the Contractor if and when these changes will occur. In the event the State changes the ITSM platform, the State shall require the Contractor to use the new ticket tracking system, at no cost to the State.

A.5. CUSTOMER PORTALS, GATEWAYS, AND WEB LINKS

- a. Contractor shall have a system capable of providing reporting within 7-10 business days after each completed bill cycle and include, but not limited to: the number of deliveries, the number of expedited deliveries, the number of emergency deliveries, the number of overnight deliveries, number of deliveries to a location and any other pertinent information regarding delivery performance. If non performance is due to inability to process received bulk orders or other ordering issue provide explanations. Financial /Invoice information, disposal certifications, network status reporting and Catalog information.
- b. The State will conduct audits of the performance data accessed or received from the Contractor every six months for the purpose of validating the output data/ reports received from the Customer Portals, Gateways or Web Links. The Contractor shall support these audits at no cost to the State.

A.6. CONTRACTOR'S SUPPORT REQUIREMENTS

- a. Contractor shall provide product information and technical assistance, as requested by the State, to ensure the following:
 - (1) Operation
 - (2) Troubleshooting SOW
 - (3) Problem resolution
 - (4) Administrative remote technical support - this support shall provide assistance to the State's personnel in dealing with administrative software issues or trouble shooting for all Devices and services.
- b. Contractor shall provide a dedicated account team during normal State business hours to support at a minimum:
 - (1) Provisioning
 - (2) Shipping
 - (3) Billing Issues
 - (4) Contract Management

Contractor shall provide to the State primary and secondary names and contact information. In the event a named individual is no longer assigned to the account team, the Contractor shall notify the State of the replacements name and contact information.

- c. Contractor must, upon the Effective Date of the Contract provide a local Nashville, Tennessee telephone number or toll-free telephone number for reporting critical outages after normal business hours. Criticality levels are outlined in section **A.10**.

- d. Contract support shall be provided to the State 24x7x365, twenty-four (24) hours a day, seven

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days a week, three hundred sixty-five (365) days per year, including weekends and holidays. Contractor shall provide to the State telephone technical support services such as troubleshooting hardware and/or service problems with individuals authorized by State personnel designated as authorized. The Contractor shall provide the names, and contact information for support personnel required in section A.4. In addition, the Contractor shall also provide the names and contact information that can be contacted when the primary individual is not available.

A.7. REPLACEMENT EQUIPMENT

- a. The Contractor shall ship replacement Cellular Devices, meeting or exceeding the specifications of the Device being replaced. The State will accept Certified, by Verizon, like new Cellular Devices with the remainder of Manufacturer's Warranty to apply, or ninety (90) days, whichever is greater.
 - (1) Delivery. The Contractor shall ship replacement Cellular Devices, within one (1) business day after receiving the request from the State

A.8. DISPOSAL AND REUSE OF DEVICES

a. Destruction

- (1) At no additional cost to the State, the Contractor must securely dispose of Cellular Devices and other Devices. This applies when:
 - i. Cellular Devices or other Devices become obsolete;
 - ii. Cellular Devices or other Devices are returned to the Contractor for replacement; or
 - iii. Cellular Devices or other Devices are no longer needed by the State, including any pre-existing Cellular Devices that are on hand at the start of the Contract and no longer needed by the State.
- (2) Contractor shall respond to requests, from STS, for pick-up of Devices by sending prepaid shipping materials to the address(s) specified by STS within three (3) business days. Contractor will be notified, by the State, as to the schedule and place(s) for the pick-up once the prepaid shipping materials have been received.
- (3) Contractor shall ensure all Devices are purged using the most current NIST 800.88 standards for data wiping prior to disposal. The State reserves the right to audit the certificates and supporting documentation.
- (4) Contractor shall provide to STS a Certificate(s) of Destruction/Disposal within thirty (30) Business days of receipt of the device for Destruction or Disposal. At the end of each month Certificate(s) identifying each device that was destroyed during the month shall be sent to STS. Failure to account for the devices destroyed (Certificate) or still in the Contractors inventory, beyond the 30 day destruction period of such product, shall result in the Contractor being assessed Service Credits in accordance with Attachment 4 - Service Credits. The Certificate shall identify the Cellular Devices by EIN or Phone Number and for other Devices by Model/Serial Number.

b. Reuse

- (1) The State may choose to implement a program to reuse and or partner with the Carrier to sell surplus devices. The Contractor shall work with the State to develop the parameters for Implementing the program. Determining which devices are to be destroyed or resold/reused, determination of value of devices to be reused or sold and determining method of crediting the State for a portion of the device value. All devices shall have all data wiped in accordance with the most current NIST 800.88 Standard prior to any resale or reuse.

A.9. SOFTWARE

- a. For devices sold by the Contractor to the State, the Contractor shall maintain the compatibility adherence to functional requirements and specifications of all software as offered by the

manufacturer as the most current version. In addition, all software offered must migrate over time to later, more current manufacturer versions and upgrades. Throughout the Contract Term, the Contractor shall ensure that software upgrades and patches purchased under these specifications shall adhere to this requirement. If the Contractor cannot meet this requirement, they shall at no cost to the State provide replacement Cellular Devices and other Devices.

- b. Technology additions and insertion of software within the original scope of the Contract shall be subject to acceptance by the State. All software (including operating systems) provided on Devices shall be the standard, commercially available software provided by the manufacturer, with no substitutions or additional software (including plugins or enhancements) installed by the Contractor without the prior approval of the State.
- c. Where applicable, the Contractor shall offer to the State desktop synchronization software. This is software installed by the user for synchronization of personal information management data between the user's computer and the Cellular Device and/or other Device.
- d. Required MDM applications are to be pre-loaded on the device prior to shipment. Additionally, the Contractor may be required to pre-load other applications such as Microsoft Intune.

A.10. OUTAGES

- a. The Contractor will provide the State's named contacts with a minimum two-week advanced notification when practicable of planned network outage or maintenance. The advanced notification must include the geographical area affected, the expected impact to normal service operations, and the expected start and end time of the maintenance, including the time when network services are expected to be returned to normal service operational thresholds.
- b. Contractor will provide the State's named contacts with notification of an unplanned network event (in accordance with the Contractor's Disaster Recovery Plan) within one (1) hour of the Contractor's confirmation that there is an unplanned disruption of normal service operations and an estimated time to restoration of normal service operational thresholds. The Contractor will provide updates to the State's named contacts every half hour until service is restored.

A.11. ACCOUNTING NUMBERS

- a. All Porting of numbers, new lines, service add-ons, changes to service plans, or terminations of services for all Cellular Devices shall be approved by STS. The Contractor shall provide a toll-free telephone number and a method to identify State authorized personnel serial identification number, ESN, or SIM changes. These changes shall only be made by authorized State personnel. The Contractor shall provide a toll-free telephone number and password to authorized State personnel.
- b. Only securely identified State authorized personnel shall be able to make any changes on any active telephone numbers serviced by the Contractor. Only voicemail changes such as password reset shall be performed by the user calling customer service. ESN or Subscriber information module changes requested shall be authorized by the State or certain other persons designated as authorized. Passwords must be assigned to these designated personnel with authorization from those listed above. Username and password authentication shall be required for any changes made on any active telephone numbers serviced by the Contractor. These changes shall be performed using secure web portals provided by the Contractor.

A.12. WIRELESS PRIORITY SERVICE (WPS)

- a. The Contractor shall support WPS. The State will notify the Contractor when WPS is required. Eligibility for WPS is determined by the Department of Homeland Security's Office of Emergency Communications (OEC). To take advantage of WPS on the Contractor's network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify Contractor that the official has been approved for WPS and that the service can be added to the user's account.

- b. The Contractor shall support WPS for Cellular Device calling. During the Contract Term, the State

has the right to require the Contractor to cover WPS Data.

- c. The State shall not pay monthly service charges, activation fees, or per minute's usage charges for WPS.

A.13. BUSINESS SOLUTIONS

- a. The State may request for the Contractor to provide Business Solutions for cellular services. These Business Solutions may include, but not be limited to, the following:

- (1) Tracking
- (2) Asset Management
- (3) Applications
- (4) Professional Services Automation
- (5) Fleet Management
- (6) Remote Monitoring Analytics
- (7) Access Point

- b. Each Business Solution shall provide the following information:

- (1) Product name
- (2) Executive summary of the product capabilities
- (3) Specific applications
- (4) Any potential impacts on costs and benefits
- (5) Partners and or subcontractors that would be involved in the implementation, operation and servicing of the product offering: NOTE: Responsibility and liabilities for the performance/use of the product of a Partner or Subcontractor for Business Solutions shall rest with the Contractor.

A.14. CATALOG AND CATALOG MANAGEMENT

- a. The Contractor shall provide a Catalog Excel format for all Cellular Service Plans for Voice/Data (including Public Safety). Add-on features such as E911, PTT, National and international calling/data plans, and Radio and Satellite Services should be included. Service Plans that are currently in use by the State shall remain active for the duration of the Contract unless the State informs the Contractor that the service is no longer required. Equipment to be included are, but not limited to, phones, accessories, Hotspots, ipads, Tablets, routers, sensors, signal boosters, and Business Solutions-See A.13. above.
- b. Pricing: the Catalog shall contain all retail pricing, discounts to the State, net pricing, add-on pricing (such as PTT). Pricing for Cellular Voice and or Data Plans shall be fixed for the Term of the Contract including options. Equipment and Accessories Pricing may be adjusted quarterly.
- c. The Catalog (ATTACHMENT 3) may be updated, as required, and approved by CPO, to remain technologically current pursuant to Section E.5, Additional lines, items, or options (below).
- d. The Contractor's Catalog will exclude all State and Local Sales/Excise Taxes, Surcharges and Fees. Appropriate Taxes, Fees and Surcharges will be submitted as separate lines in the invoice.

A.15. ACCESS POINT NAME

- a. The Contractor shall ensure Cellular Devices establish a wireless data connection to the Con

Cellular Data network as a member of a specific APN.

The Contractor shall provide options for two (2) APNs, both Private and Public connections, at no additional cost to the State:

- (1) Public APN service will provide an APN that is limited to public Internet access only.
 - (2) Private APN service will provide a Private APN distinct from the Public APN.
 - i. Private APN customer traffic will be isolated from all other customer traffic.
 - ii. Private APN customers will be assigned private addresses within the State's private address space (i.e. 10.x.x.x); the scope and range of IP pools to be designate by the State
 - iii. Private APN customers will have secured encrypted tunnel(s) terminating into the States Data Center(s).
- b. The Contractor shall allow the State Connection Rights for use with Host Applications. The State shall develop, procure, and/or implement any Host Application at its own expense.

A.16. WARRANTY

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.17. **INSPECTION AND ACCEPTANCE.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State reasonably determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective as of the February 1, 2026 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, maximum Term, including all renewals or extensions, exceed a total of sixty (60) months

- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be EIGHTY MILLION DOLLARS (\$80,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for the periods stated in Section A.14 Catalog ("Firm Price Periods").
- a. Price Decreases. After the Firm Price Period, prices may be adjusted.
 - b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
 - c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment 3 and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor(s) shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- a. The Contractor shall comply with the following invoicing requirements:
 - (1) Monthly Bill Files shall be sent to the State electronically through a secure connection to be agreed upon. Monthly Bill Files will be uploaded to the State server no later than 4:30pm Central Time on the last calendar of every month. Failure to comply with this requirement may result in the Contractor being assessed service credits as stated in attachment 4.
 - (2) The billing cycle shall start on the 20th of the previous month and end on the 19th of the current month. Or the billing cycle will start on the 21st of the previous month and end on the 20th of the current month.
 - (3) Contractor raw billing data utilized for bill file compilation shall be available in the Contractor's portal no later than seven (7) calendar days after the bill cycle end date.
 - (4) Contractor's invoice must be available in the Contractor's portal no later than 4:30pm

Time on the last calendar of every month. The bill cycle shall be the same or as close to the invoice date as possible.

- (5) Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract without penalty.
- (6) The Contractor shall work with the State on processing the billing file through the State's billing system. If within 90 days a satisfactory resolution to processing the file cannot be reached, the State may cancel the contract without penalty.
- (7) The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team and STS Mobility Team when changes in personnel occur.
- (8) The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.
- (9) The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.
- (10) The Contractor shall provide the State's STS Mobility Team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute
- (11) A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days upon award of contract. The State has the right to request modifications to the format if needed. Data elements should include but not be limited to the following:

- Billing date
- Account Number
- Invoice Number
- Wireless Number
- Wireless Customer Name
- Usage Charge
- Allowable Taxes
- Allowable Surcharges
- Minutes Used

- (12) The Contractor shall ensure all charges are billed to the number that incurred the charges.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

d. The Contractor shall comply with the following invoicing dispute requirements:

- (1) If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without penalty.
- (2) The State shall provide the Contractor with a file listing of any disputed charges within 30 days of the State receiving the file for the month prior. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.
- (3) The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute e.g. numbers not associated with the State, taxes.
- (4) Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date and be submitted no later than two (2) billing cycles from when the dispute was initiated.
- (5) The Contractor cannot submit new charges to the State that are outside of the State's fiscal year which runs July 1 to June 30. Corrections to disputed charges are addressed in Section C.5.d.4. above.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

- (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement

Approvals shall be evidenced by a signature or electronic approval.

- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Richard Kotler Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243
Email Address: Richard.Kotler@tn.gov
Telephone Number: 615-253-4723

The Contractor:

David Hall, Contract Management - Senior Manager
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701
Email Address: david.hall4@verizonwireless.com
Telephone # Number: 404-977-8653
FAX # Number: 240-280-3686

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon thirty (30) days written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor

be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence is in the United States for a period of less than 180 days in any 12-month period. ITEM # 8.

United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Total Spend or FIVE MILLION (5,000,000.00) DOLLARS whichever is greater, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall

liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other prompt notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. To the extent applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) business day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1- Attestation; Attachment 2 – RESERVED; Attachment 3 – Catalog of Product and Pricing; and Attachment 4 – Service Credits
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to include the State as an additional insured as their interest may appear under this Agreement on any insurance policy with the exception of workers' compensation and (employer's liability), and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and limits specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI within ten (10) business days of the Effective Date and again upon renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the same insurance coverages, limits, and endorsements as required of Contractor under this Contract. Notwithstanding the foregoing, upon request the State may waive, in its sole discretion, any coverage requirement not applicable to the work to be performed by a subcontractor engaged by Contractor... At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to repre

The insurance obligations under this Contract shall be: the insurance coverage requirements and policy limits shown in this Contract No representation is made that the insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- (1) The Contractor shall maintain commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and \$2,000,000 general aggregate, which shall be written on an occurrence coverage form (ISO or a substitute form providing equivalent coverage) and shall include liability coverage for bodily injury, premises and operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. Workers’ Compensation and Employer’s Liability Insurance

- (1) For Contractors statutorily required to carry workers’ compensation and employer’s liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in compliance with the statutory requirements of the state(s) of operation and Employer’s Liability an amount of one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- (2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- (1) The Contractor shall maintain automobile liability insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage, covering all owned, leased, hired, and non-owned automobiles.

d. Telecommunications, Media & Technology Professional Liability (Errors & Omissions) and Cyber Liability Insurance

- (1) The Contractor shall maintain telecommunications, media & technology liability (errors & omissions) and cyber liability insurance in an amount of ten million dollars (\$10,000,000) per occurrence and annual aggregate, covering liability arising out of the negligent acts, errors, and/or omissions of Contractor in connection with this Agreement including, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks such as unauthorized access, failure of security, information theft, damage to

destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- (2) Such policy or policies shall also include coverage for data breach response expenses, payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- (1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- (2) Any crime insurance policy shall have a limit of one million dollars (\$1,000,000) per claim. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Co

other terms and conditions.

E.2. RESERVED

E.3. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State which concern or arise out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement by any product or service provided by Contractor to the State under this Agreement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all reasonable legal or other fees or expenses incurred by the State arising from the defense of any such claim. The State shall give the Contractor prompt notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. The Contractor shall have no liability for and no obligation to indemnify against claims or suits to the extent the alleged infringement arises out of or results from any of the following: (a) any illegal or unauthorized use of the cellular services or Devices by the State; (b) modifications of the Devices or software made by the State which are not contemplated by this Contract; (c) any action taken at the State's explicit direction, to the extent the allegedly infringing activity was specifically required by said direction; (d) the State's continuance of an allegedly infringing activity after being notified thereof; (e) any negligent or willful act or omission by or attributable to the State; or (f) the combination of cellular services with services and/or equipment not authorized by the Contractor. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor. The foregoing terms do not apply to third-party products or services sold under this contract which shall be subject to commercial terms and conditions as provided by the third-party solution provider.
- E.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s) or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth

Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective ITEM # 8.

plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:

- (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 48 HOURS
 - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 72 HOURSThese RPO and RTO targets do not apply to Contractor’s wireless network.
- (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer

E.11. **Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor’s policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that come to the Contractor’s attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to prevent any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide

cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.12. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local government, its agencies, boards, commissions, instrumentalities, or authorities;
 - c. the board of trustees of the University of Tennessee system; the Tennessee Board of Regents systems; the state university boards; the Tennessee higher education commission; and the Tennessee student assistance corporation;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any requested changes should not impact the competitive nature of the contractor selection process. Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.13. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. The quarterly report's statistical data shall be detailed and broken down by line item to include information agreed to by the Parties during the Implementation Phase of the Contract, which shall at a minimum include:

- (1) Edison contract number
- (2) Contract line item number
- (3) Invoice date
- (4) Invoice number
- (5) Supplier part number
- (6) Item or bundle description
- (7) Quantity purchased

- (8) Unit of measure
- (9) Unit of measure description
- (10) Name of State Agency or Authorized User
- (11) Identity of purchaser: State entity or non-State entity
- (12) State Agency location
- (13) Unit/Contract price per line item
- (14) List price as listed in supplier's catalog if catalog item
- (15) Subtotals for each category above
- (16) Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

E.14. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State.

The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.15. Administrative Fee The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Contract no later than thirty (30) days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

Period End	Admin Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The administrative fee shall be submitted to the following address:

Director of Financial Management
 Department of General Services
 W.R. Snodgrass TN. Tower 24th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS


 Brenton Ferrara (Dec 22, 2025 10:53:38 EST)


December 22, 2025

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**STATE AGENCY NAME: STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, CENTRAL
PROCUREMENT OFFICE**



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO , ou=Dept of General Services,
email=mike.perry@tn.gov, c=US
Date: 2025.12.31 08:44:36 -06'00'

MICHAEL F PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32110-00811
CONTRACTOR LEGAL ENTITY NAME:	Cellco Partnership d/b/a Verizon Wireless

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


Brenton Ferrara (Dec 22, 2025 10:53:38 EST)

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Brenton Ferrara, VP- Contract Management

PRINTED NAME AND TITLE OF SIGNATORY

December 22, 2025

DATE OF ATTESTATION

RESERVED

CATALOG**Format of Catalog**

The Catalog shall be an Excel Spreadsheet utilizing three (3) Tabs

- Tab 1.** This tab shall contain the listing of all the service plans the respondent makes available to other States, whether Standard offering or custom. Offered Plans will be given a name (i.e, Unlimited Voice/ Data Plan), description of the Plan including the service, i.e. Unlimited Voice/Data, any restrictions and or limitations and cost showing (at a minimum) the List Price, The Discount, and The Net Price to the State (without Taxes and Surcharges). In addition, the list is to contain such add-ons as International Calling/Data Plans (including the definition of International and Domestic), Push-to- Talk, etc.
- Tab 2.** This Tab shall contain a listing of equipment offerings such as Phones, Hotspots, Cellular Routers, Extenders, etc.
- Tab 3.** This Tab shall contain the listing of the Business Solutions Offerings (refer to A.11 of the Scope), and costs (depending on the specific solution pricing may have to be negotiated at the time a solution is considered for implementation), and any required licenses. The Contracted Party is responsible for the performance for Third Party Business Solutions providers. Orders would be placed on the Contractor and payments would be made to the Contractor. The Contractor is responsible for paying the Third Party.

Approved Verizon Catalog 12/2025



Verizon Pro Forma
Attachment 3 Catalo

SERVICE CREDITS

SERVICE LEVEL	CREDITS	CONVERSION TO DOLLARS (ONE CREDIT EQUALS \$1.00)
1. Certificate(s) of Data Destruction		
Not Received within thirty (30) business days after receipt of device	500	\$500.00
Continued 30 day periods without receipt	500	\$500.00
2. Monthly Bill File Received		
Failure to comply with C.5.a.1 "Last Day of Month"	5000	\$5,000.00
Each day not received after Last day of Month requirement	500	\$500.00

- A. Service Credits shall be limited to Contractor-provided devices. Contractor shall not be subject to Service Credits or other penalties for Cellular Devices provided by other Carriers. If the Contractor misses providing a Disposal Certificate containing multiple Devices, the Contractor will be assessed for missing one Certificate. The State may waive Service Credits if Contractor communicates receipt of devices and status of Disposal Certificates.
- B. State of Tennessee F&A Billing Services shall invoice the Contractor for the Service Credit amount accrued each month if applicable. The State may waive Service Credits if the Contractor works in good faith and communicates with State of Tennessee F&A Billing Services.

Ordinance No. 647
An Ordinance of the
Town of Ashland City, Tennessee
Amending the Fiscal Year 2026 Budget

WHEREAS the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22nd Day of July, 2025; and

WHEREAS the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1E	110-42200-110	Salaries	\$1,162,000.00	\$38,345.78	\$1,200,345.78
2E	110-42200-141	OASI ER	\$117,500.00	\$2,933.45	\$120,433.45
3E	110-42200-143	Retirement	\$118,500.00	\$2,875.93	\$121,375.93
Total Expense:			\$1,398,000.00	\$44,155.16	\$1,442,155.16

SECTION 2. Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed _____

Printed Name _____, Mayor

Attested

Signed _____

Printed Name _____, City Recorder

Date of First Reading: April 14, 2026

Date of Second Reading: May 12, 2026

ORDINANCE NO. 648

AN ORDINANCE TO AMEND TITLE 3 OF THE ASHLAND CITY MUNICIPAL CODE REGARDING MUNICIPAL COURTS

WHEREAS Title 3 of The Ashland City Municipal Code needs to be updated to reflect changes in Tennessee law and to further detail operations and functions of the municipal court.

WHEREAS the board wants to codify the fines, penalties and court costs for the municipal court.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the Town of Ashland City, Tennessee that:

SECTION 1. Title 3, Chapters 2 through 5 of The Ashland City Municipal Code is hereby amended by deleting existing Title 3, Chapters 2 through 5 in its entirety, and substituting instead Title 3, Chapters 2 through 4, as contained in Exhibit A attached hereto. Chapter 5 being deleted in its entirety.

SECTION 2. All other provisions of Title 3 shall remain in effect.

BE IT FURTHER ORDAINED, this ordinance shall become in effect 20 days after the passage of the second reading.

Approved on First Reading **April 14, 2026**

Approved on Second Reading **May 12, 2026**

Mayor

Attest: City Recorder

Approved as to Form:

City Attorney

EXHIBIT A

TITLE 3

MUNICIPAL COURT

CHAPTER

- 2. COURT ADMINISTRATION.
- 3. WARRANTS, SUMMONSES AND SUBPOENAS.
- 4. BONDS AND APPEALS.

CHAPTER 2

COURT ADMINISTRATION

SECTION

- 3-201. Maintenance of docket.
- 3-202. Imposition of penalties and costs.
- 3-203. Disposition and report of penalties and costs.
- 3-204. Contempt of court.

3-201. Maintenance of docket. The city judge shall keep a complete docket of all matters coming before him or her in his or her judicial capacity. The docket shall include for each defendant such information as his or her name; warrant and/or summons numbers; alleged offense; disposition; penalties and costs imposed and whether collected; and all other information which may be relevant.

3-202. Imposition of Fines, Penalties, and Court Costs. (1) All fines and costs shall be imposed by the city judge and recorded by the municipal court clerk on the municipal court docket.

(2) Court Costs - In all cases heard and determined by him or her the city judge shall impose court costs in the amount of one hundred forty-seven and seventy-five cents (\$147.75). Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance to Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks. The amount of \$2.00 may be modified upon a change to Tennessee Code Annotated 16-8-304 (a).

(3) When any person has been charged with violation of a law regarding vehicle equipment (including but not limited to inoperable headlights, tail lights, brake lights or turn signals), driver licensing, or vehicle licensing and registration, the charge may be dismissed if the person charged with the violation submits evidence of compliance with such law on or before the court date; provided, however, that the city judge may establish a separate court cost not to exceed Twenty-five dollars (\$25.00) to be collected from the person charged with the violation. This separate court costs will be assessed in lieu of the court costs detailed in Section 3-202(2) above.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks. The amount of \$2.00 may be modified upon a change to Tennessee Code Annotated 16-8-304 (a).

(4) State Privilege Tax on Litigation - In all cases where the defendant is charged with violation of a city ordinance or authorized state statute and is found guilty, whether by trial or plea of guilty, such defendant shall pay:

- (a) The State Privilege Tax on litigation as defined in Tennessee Code Annotated § 16-18-305.
- (b) Pursuant to the authority granted in Tennessee Code Annotated § 16-18-305 (a), the Town of Ashland City adopts a local litigation tax of thirteen dollars and 75 cents (\$13.75), and the court shall levy this tax in all cases in which the state privilege tax on litigation is applicable.
- (c) Pursuant to the authority granted in Tennessee Code Annotated 16-18-305 (b), the Town of Ashland City adopts a state privilege tax on litigation of one dollar (\$1.00) for each and every violation of any municipal law or ordinance governing use of a public parking space.
- (d) Said amount of tax is set pursuant to Tennessee Code Annotated 16-18-306 and may be modified upon a change to Tennessee Code Annotated 16-18-306.
- (e) Any other taxes and/or fees imposed pursuant to state statutes and/or city ordinances.

3-203. Disposition and report of penalties and costs. All funds coming into the hands of the city judge in the form of penalties, costs, and forfeitures shall be recorded by him or her and paid over daily to the city. At the end of each month, he or she shall submit to the board of mayor and aldermen a report accounting for the collection or noncollection of all penalties and costs imposed by his or her court during the current month and to date for the current fiscal year.

3-204. Disturbance of proceedings. It shall be unlawful for any person to create any disturbance of any hearing before the city court by making loud or unusual noises, by using indecorous, profane, or blasphemous language, or by any distracting conduct whatsoever. Said person may be found in contempt of court.

3-205. Contempt of court. Contempt of court is punishable by a fine of fifty dollars (\$50.00), or such lesser amount as may be imposed in the judge's discretion. Said amount is set pursuant to Tennessee Code Annotated 16-18-306 and may be modified upon a change to Tennessee Code Annotated 16-18-306.

CHAPTER 3

SUMMONSES AND SUBPOENAS

SECTION

3-301. Issuance of summonses.

3-302. Issuance of subpoenas.

3-301. Issuance of summonses. When a complaint of an alleged ordinance violation is made to the city judge, the judge may, in his or her discretion, issue a summons ordering the alleged offender personally to appear before the city court at a time specified therein to answer to the charges against him. The summons shall contain a brief description of the offense charged but need not set out verbatim the provisions of the municipal code or ordinance alleged to have been violated. Upon failure of any person to appear before the city court as commanded in a summons lawfully served on him, the cause may be proceeded with ex parte, and the judgment of the court shall be valid and binding subject to the defendant's right of appeal.

3-302. Issuance of subpoenas. The city judge may subpoena as witnesses all persons whose testimony he believes will be relevant and material to matters coming before his or her court, and it shall be unlawful for any person lawfully served with such a subpoena to fail or neglect to comply therewith.

CHAPTER 4

BONDS AND APPEALS

SECTION

3-401. Appeals.

3-402. Bond amounts, conditions, and forms.

3-401. Appeals. Any person dissatisfied with any judgment of the city court against him may, within ten (10) days¹ thereafter, Sundays exclusive, appeal to the circuit court of the county upon giving bond.

"Person" as used in this section includes, but is not limited to, a natural person, corporation, business entity or the municipality.

3-402. Bond amounts, conditions, and forms. (1) Appeal bond. An appeal bond in any case shall be two hundred fifty dollars (\$250.00) for such person's appearance and the faithful prosecution of the appeal.

(2) Pauper's oath. A bond may not be required provided the defendant/appellant

(a) Files the following oath of poverty:

I, _____, do solemnly swear under penalties of perjury, that owing to my poverty, I am not able to bear the expense of the action which I am about to commence, and that I am justly entitled to the relief sought, to the best of my belief;

(b) Files an accompanying affidavit of indigency including an income and expense statement.

The affidavit of indigency must be sworn to by the defendant/appellant and the facts therein may be investigated. The Judge may require testimony from the defendant/appellant.

"Person" as used in this section includes, but is not limited to, a natural person, corporation, business entity or the municipality.

The waiving of bond shall be in the sole discretion of the Judge.

¹ State law reference

Tennessee Code Annotated § 16-18-307.

RESOLUTION 2026-27

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR THE T.H.S.O (TENNESSEE HIGHWAY SAFETY OFFICE) REIMBURSEMENT GRANT FOR SATURATION PATROLS.

WHEREAS the police department will apply for the T.H.S.O. (Tennessee Highway Safety Office) reimbursement grant of \$ 14,400.00 (Fourteen Thousand Four Hundred Dollars) for the period of October 1, 2026, through September 30, 2027; and

WHEREAS the money will be used for the saturation patrol officers to be paid overtime in the amount of \$ 50.00 (Fifty Dollars) per hour when they are working these patrols; and

WHEREAS the funds from the grant will be added to the line for special rates in the budget for the Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to approve the Police Department to apply for the THSO (Tennessee Highway Safety Office) reimbursement Grant in the amount of \$ 14,400.00 (Fourteen Thousand Four Hundred Dollars).

1. The police department will apply for the T.H.S.O. (Tennessee Highway Safety Office) reimbursement grant of \$ 14,400.00 (Fourteen Thousand Four Hundred Dollars) for the period of October 1, 2026, through September 30, 2027
2. The money will be used for the saturation patrol officers to be paid overtime in the amount of \$ 50.00 (Fifty Dollars) per hour when they are working these patrols and the funds from the grant will be added to the line for special rates in the budget for the Police Department.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

Voting in Favor _____

Voting Against _____

ADOPTED this 14th day of April 2026.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TENNESSEE BUREAU OF INVESTIGATION AND THE
TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY'S
TENNESSEE HIGHWAY SAFETY OFFICE AND THE
ASHLAND CITY POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is between the Tennessee Bureau of Investigation ("TBI") located at 901 R.S. Gass Blvd., Nashville, Tennessee 37216 and the Tennessee Department of Safety and Homeland Security's Tennessee Highway Safety Office (the "THSO") located at 312 Rosa Parks Tennessee Tower Nashville, TN 37243 and the Ashland City Police Department located at 233 Tennessee Waltz Parkway, Ashland City, Tennessee 37015 hereinafter, collectively referred to as the "Parties".

WHEREAS, the THSO has supplied funding via a grant to the TBI for the purchase of SoToxa mobile testing systems equipment and consumables;

WHEREAS, this MOU establishes the responsibilities and duties of all the Parties.

THEREFORE, the Parties mutually agree to the following provisions:

I. GENERAL PROVISIONS

- a. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or to the public.
- b. This MOU reflects the complete agreement between the Parties regarding this subject matter and supersedes any previous agreement related to the same subject matter.
- c. Nothing in the MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, that term shall be invalidated, and the remaining terms and conditions of this MOU shall remain in full force and effect.
- d. This MOU may only be amended by the written agreement of all Parties.

II. RESPONSIBILITIES OF PARTIES

- a. The THSO will provide funds via the THSO Grant # Z25THS300 to the TBI for the purchase of SoToxa mobile testing system ("equipment") and the initial consumables for equipment.
- b. The TBI shall purchase the equipment and initial consumables for equipment.

- c. After receipt of equipment, TBI will tag equipment in compliance with State requirements and thereafter deliver the equipment and consumables to THSO. TBI will provide all state tag numbers and the units' associated serial numbers to THSO. Should the THSO redistribute the equipment to another law enforcement agency, it shall notify the TBI of the change for record-keeping purposes.
- d. THSO shall deliver to the selected law enforcement agency the equipment and initial consumables. THSO will provide TBI for its records the following: the selected law enforcement agency's name, agency contact information, and the state tag number of the equipment delivered.
- e. THSO will notify the District Attorney General in each district where the equipment may be used. The approval of the use of the equipment in judicial districts must be agreed upon by both THSO and the District Attorney General.
- f. The Law Enforcement Agency shall be required to sign a copy of this MOU, agreeing to its terms, prior to receiving receipt of equipment and consumables.
- g. THSO shall provide training on the equipment prior to the Law Enforcement Agency using equipment.
- h. The Law Enforcement Agency acknowledges that it shall be financially responsible for consumables after the initial supply of consumables is depleted.
- i. The Law Enforcement Agency pledges that it will use due care with equipment and shall not misuse equipment or consumables in any way while the equipment is within the care and custody of the Law Enforcement Agency.
- j. The Law Enforcement Agency agrees to adhere to the policy for use of the equipment and consumables.
- k. The Law Enforcement Agency warrants that it will notify the equipment manufacturer of any issues related to equipment. The Law Enforcement Agency will not tamper with, attempt to repair, modify the equipment, or use the equipment in any way that is not an acceptable use of the equipment per the manufacturer.
- l. All Parties acknowledge that TBI shall not provide technical assistance or support for the equipment and that TBI's sole role in this process is for the purchase and state tagging of the equipment.

- m. All parties agree that any court testimony needed regarding the operation of the equipment or interpretation of results that is unable to be answered by the Law Enforcement Agency representative shall be directed to the manufacturer of the equipment.
- n. Any costs for maintenance and support, repair, replacement, or any other costs associated with the equipment, will be borne by the THSO or the Law Enforcement Agency.

III. TERM

- a. This MOU becomes effective when executed by the TBI, THSO and Law Enforcement Agency as evidenced by the latest date of signature below and remains in effect for a period of three (3) years unless modified or terminated.
- b. Any of the Parties may terminate this MOU for any reason by giving ten (10) days written notice to all Parties. However, should this MOU be terminated, the Law Enforcement Agency shall return any equipment provided under this MOU to the THSO. Should THSO redistribute the equipment to another Law Enforcement Agency, it should notify TBI of any changes in the location and custody of the equipment.

IV. POINTS OF CONTACT

TBI:

Supervisor Melinda Quinn
Toxicology
901 R.S. Gass Blvd.
Nashville, TN 37216

THSO:

Clyde "Buddy" Lewis, Director
Tennessee Tower 25th Floor
312 Rosa Parks
Nashville, TN 37243

**ASHLAND CITY POLICE
DEPARTMENT:**

233 Tennessee Waltz Pkwy
Ashland City, Tennessee
37015

Tennessee Bureau of Investigation:

Signature

Date

Director David B. Rausch

Printed Name and Title of Authorized Representative

Tennessee Office of Highway Safety:

By:

Signature

Date

Director Clyde "Buddy" Lewis

Printed Name and Title of Authorized Representative

Ashland City Police Department:

By:

Signature

Date

Printed Name and Title of Authorized Representative

RESOLUTION 2026-28

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AUTHORIZING AMENDMENT NUMBER THREE TO GRANT CONTRACT 77734-100 ISSUED FROM THE DEPARTMENT OF COMMERCE AND INSURANCE.

WHEREAS The Town of Ashland City is required by state law to submit documentation to the State of Tennessee for officers that have completed basic training at the TLETA (Tennessee Law Enforcement Training Academy) within 90 days of graduation from the academy; and

WHEREAS The grant sharing invoice must be submitted to Director, Tennessee Law Enforcement Training Academy, 3025 Lebanon Pike, Nashville, TN 37214, TLETAgrants@tn.gov; and

WHEREAS A claim under this grant contract shall include only reimbursement requests for new officers employed by the Town of Ashland City who have completed TLETA's (Tennessee Law Enforcement Training Academy) basic training Academy according to the grant budget and shall not include any reimbursement request for future expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to authorize the amendment to the grant contract 77734-100.

1. The Town of Ashland City is required to submit the reimbursement to TLETA (Tennessee Law Enforcement Training Academy) within 90 days of graduation from the academy and the grant sharing invoice must be submitted to Director, Tennessee Law Enforcement Training Academy, 3025 Lebanon Pike, Nashville, TN 37214, TLETAgrants@tn.gov.
2. A claim under this grant contract shall include only reimbursement requests for new officers employed by the Town of Ashland City who have completed TLETA's (Tennessee Law Enforcement Training Academy) basic training Academy according to the grant budget and shall not include any reimbursement request for future expenditures.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

Voting in Favor _____

Voting Against _____

ADOPTED this 14th day of April 2026.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



GRANT AMENDMENT

Agency Tracking # 33501-2648150	Edison ID Non-Edison Contract 77734-100	Contract # Non-Edison Contract 77734-100	Amendment # 3		
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Amendment Purpose & Effect(s) To update the State's contact information in Grant Contract Section C.5., Invoice Requirements, and Section D.8., Communications					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: April 2, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$10,000.00				\$10,000.00
2025	\$10,000.00				\$10,000.00
2026	\$10,000.00				\$10,000.00
2027	\$10,000.00				\$10,000.00
2028	\$10,000.00				\$10,000.00
TOTAL:	\$50,000.00				\$50,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT THREE
OF CONTRACT 77734-100**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, within ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

Director, Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

a. The Grantee understands and agrees to all of the following:

- (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
- (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) A claim under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

2. Section D.8. is deleted in its entirety and replaced with the following:

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Director, Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

The Grantee:

Charles McEachron, Detective/GDI
Town of Ashland City/Ashland City Police Department
233 Tennessee Waltz Parkway
Ashland City, TN 37015
charles.mceachron@ashlandcitytn.gov
615-792-5618

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

**IN WITNESS WHEREOF,
TOWN OF ASHLAND CITY:**

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

BID OPENING SIGN IN SHEET

STAFF PRESENT

PRINT NAME	SIGN NAME	DATE	TIME
MARY MOLEPSKE	Mary Molepske	3/20/26	1:30
Clint Biggers	Clint Biggers	3-20-26	1:45
Billy Harris	Billy Harris	3-20-26	1:45
Rosemary England	Rosemary England	03/20/26	1:48 pm
Amanda Standley	Amanda Standley	03/20/26	1:48 pm
Allen Nicholson	Allen Nicholson	3/20/26	2:03 pm

BIDDERS/PUBLIC ATTENDEES

PRINT NAME	SIGN NAME	DATE	TIME
DAN EUBANK	Dan Eubank	3-20-26	1:50
Andrew Davis	Andrew Davis	3-20-26	1:50
Gary Jones	Gary Jones	3-20-26	1:51
WARREN GARWER	Warren Garwer	3-20-26	1:54
Justin Key	Justin Key	3-20-26	1:56

BID TABULATION

ROAD PAVING AND RESURFACING

Bid Opening	March 20, 2026	2:00 AM
Bid Closing	March 20, 2026	1:30 AM

BIDDER NAME:	AMOUNT OF BID:
Four Star Paving	\$ 399,093.75
SESSIONS PAVING Company	\$ 346,775.00
Byrne AND Jones Construction	\$ 375,600.00
VULCAN Construction MATERIALS	NO Bid
Nickell Contracting	NO Bid.
Carver Construction Company	\$ 691,364.00
Rogers Group Inc.	\$ 372,450.00
Jones Bros.	\$ 391,000.00
Tennessee Valley Paving Co.	\$ 274,895.00

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CERTIFICATE OF INSURANCE	PLEASE INCLUDE WITH BID

ROAD PAVEMENT AND RESURFACING BID

The city and Four Star Paving LLC ("**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 405 N. Main Street, Ashland City, Tennessee 37015, and Four Star Paving LLC (hereafter referred to as "**Contractor**"), (a corporation) / (partnership) / (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 located at 441 Elm Hill Pike, Nashville, TN 37210

WITNESSETH

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

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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 April 15, 2026, through April 14, 2027 (THE "TERM").

ARTICLE 2. STATEMENT OF WORK

- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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 of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 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

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the Contractor shall not be deemed to be a waiver by the City. Failure of the **Contractor** to

ROAD PAVEMENT AND RESURFACING BID

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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, Four Star Paving LLC ATTN: ROBERT LOUDEMILK at its principal office address 1441 Elm Hill Pike, Nashville, TN 37210; or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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 AND RESURFACING BID

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

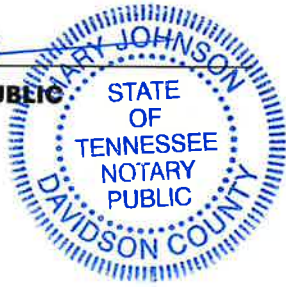
- Contractor: Four Star Paving LLC
- (Printed Name) Robert Loudermilk
- Title: VP - Partner
- Signature: [Handwritten Signature]
- Date: 3/20/26

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Robert Loudermilk, president, officer, principal, owner and/or agent with authority to bind Four Star Paving LLC 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 20 day of March, 2025

➤ [Handwritten Signature]
 NOTARY PUBLIC


Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

Mary Molepske - City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME: *Four Star Paving, LLC*

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER: *50045*

EXPIRATION DATE: *1/31/2027*

LICENSE CLASSIFICATION: *Unlimited; HRA-B; HRA-E.3; MU-D*

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

PLUMBING SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

HVAC SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

▪ Four Star Paving LLC

NAME OF BIDDER

▪ 1441 Elm Hill Pike, Nashville, TN 37210

ADDRESS OF BIDDER

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

Specifications for the "Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	\$192,048. ⁷⁵
Sandy Run	680 Feet	\$ 21,930. ⁰⁰
Harper Lane	340 Feet	\$ 10,965. ⁰⁰
N. Poole Street	3250 Feet	\$ 104,812. ⁵⁰
Lowe	980 Feet	\$ 31,605. ⁰⁰
Bluff View Street	860 Feet	\$ 27,735. ⁰⁰
Marble Street	310 Feet	\$ 9,997. ⁵⁰

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 399,093.⁷⁵

**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 Four Star Paving LLC
1441 Elm Hill Pike, Nashville, TN 37210
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
Public Works department for the construction of Road Pavement Resurfacing Bid.
3. That the bidding entity employs at least 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 on this 16 day of March, 2026

➤ 
NOTARY PUBLIC



ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 2/6/2026

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ [Handwritten Signature]
SIGNATURE OF CONTRACTOR

▪ ROBERT LOUDERMILK
NAME OF CONTRACTOR (PRINTED)

▪ 3/16/2026
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

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 statement: (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 the individual applicants on the basis of visual observation or surname.

ETHNICITY:

Hispanic or Latino 26

Not Hispanic or Latino 63

RACE: (MARK ONE OR MORE)

White 52

Black or African American 11

American Indian/Alaska Native _____

Asian _____

Native Hawaiian _____

Pacific Islander _____

GENDER:

Male 86

Female 3

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

**VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225**

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.





STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



FOUR STAR PAVING, LLC

420804

ID NUMBER: 50045
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:MICHAEL MAYNARD
FOUR STAR PAVING, LLC
1441 ELM HILL PIKE
NASHVILLE, TN 37210

State of Tennessee

A20804

14158762

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
FOUR STAR PAVING, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 50045
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2027
UNLIMITED; HRA-B; HRA-E.3; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

ROAD PAVEMENT AND RESURFACING BID



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CERTIFICATE OF INSURANCE	PLEASE INCLUDE WITH BID

ROAD PAVEMENT AND RESURFACING BID

The city and _____ (“**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 405 N. Main Street, Ashland City, Tennessee 37015, and _____ (hereafter referred to as “**Contractor**”), (a corporation) / (partnership) / (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 located at _____.

WITNESSETH

Whereas “Contractor” has substantial skill, equipment and experience in conducting the type of paving services required by the Town of Ashland City and the Public Utilities/Public Works Department on “City Roads” within the Town of Ashland City service area (hereafter referred to as “Pavement Resurfacing Services”; and

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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 April 15, 2026, through April 14, 2027 (THE “TERM”).

ARTICLE 2. STATEMENT OF WORK

- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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 of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 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

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the Contractor shall not be deemed to be a waiver by the City. Failure of the **Contractor** to

ROAD PAVEMENT AND RESURFACING BID

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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, _____
 _____ ATTN: _____ at its principal office
 address _____;
 or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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 AND RESURFACING BID

IN WITNESS THEREOF, 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 _____, 2025

➤ _____
NOTARY PUBLIC

Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

Mary Molepske – City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME: *Sessions Paving Company*

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER: *6962*

EXPIRATION DATE: *1/31/2028*

LICENSE CLASSIFICATION: *BC; CE-A; CE-B; HC-D; HRA; MU Unlimited*

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME: *N/A*

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

PLUMBING SUBCONTRACTOR

NAME: *N/A*

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

HVAC SUBCONTRACTOR

NAME: *N/A*

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

▪ Sessions Paving Company
NAME OF BIDDER

▪ P.O. Box 90266 (6535 Robertson Avenue) Nashville, TN 37209
ADDRESS OF BIDDER

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

Specifications for the " Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	152,390 ⁰⁰
Sandy Run	680 Feet	29,075 ⁰⁰
Harper Lane	340 Feet	11,250 ⁰⁰
N. Poole Street	3250 Feet	90,465 ⁰⁰
Lowe	980 Feet	30,855 ⁰⁰
Bluff View Street	860 Feet	31,670 ⁰⁰
Marble Street	310 Feet	10,070 ⁰⁰

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 346,775⁰⁰

*Sessions Paving Company
by Robert A. Hutcherson
President*

**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 Sessions Paving Company
P.O. Box 90266 (6535 Robertson Avenue) Nashville, TN 37209
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
Highway department for the construction of Road Paving and
Resurfacing Bid
3. That the bidding entity employs at least 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.

➤ Robert A. Hutcherson
AFFIANT President

SUBSCRIBED AND SWORN TO before me on this 20th day of March, 2026



Jean M. Starkey
NOTARY PUBLIC
MY COMMISSION EXPIRES 1/22/29 over

COMMISSION EXPIRES **January 22, 2029**

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

Sessions Paving Company

▪ *Robert N. Hutcherson*
SIGNATURE OF CONTRACTOR *President*

▪ *Robert N. Hutcherson*
NAME OF CONTRACTOR (PRINTED)

▪ *3/20/2026*
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

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 statement: (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 the 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 _____
Pacific Islander _____

GENDER:

Male _____
Female _____

*Sessions Paving Company
by Robert A. Hutcherson
President*

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.

Re: Paving Bid Questions and answers

Mary Molepske
Todd Hoppenstedt , Rosemary England
, tyler.norris@rogersgroupinc.com ,
jlund@jonesbroscnt.com , fairviewasphalt@bellsouth.net ,
zwright@fourstarpaving.com , Robert Hutcheson
, adavis@bryneandjones.com , Warren
Garner
Clint Biggers , Billy Harris
, Jared Eden , Allen
Nicholson
Mon, Mar 16, 2026, 11:39 AM

Good Morning to everyone,

I have received some questions on the bid packet, and I want to be sure all bidders have the same information and opportunity.

1. Does the city want the roads to be milled and overlaid or simply overlaid?
2. What are the expected depths of milling and overlaying? Is it 1.0", 1.5", 2.0" or something different?
3. What type of asphalt mix is expected? PG64-22 D-mix, E-mix, or other?
4. Is any binder or base remediation anticipated? If so, is that to be included in the lump sum cost? Is there an anticipated quantity?

Here is the answer for our public works director.

1.5 minimum.

No milling overlay only.

E-Mix

What about a bid bond, does the City require one? I see a performance bond is required if awarded.

Per a conversation with our city Attorney this morning:

It was not in the bid packet, so it is not required for the bid. The performance bond was in the packet so it will be required.

Additional Questions

1. Will we need to include casting adjustments and if so can we use rings.
2. Will we need to repaint pavement markings on N. Poole Street (Paint or Thermoplastic). Will we need to add stop bars at the intersections. If so (Paint or Thermoplastic)
3. On page 14 you state - It is understood that the prices submitted herewith are for the unit price. - What does this mean? Is the Cost of Service to be our Lump Sum price to complete the work for each street?
4. Would it be possible to add the TDOT Bituminous Index for this project due to extreme volatility in the oil and asphalt markets?

Answers from our Public Works Director:

We will provide risers .

All markings put back as marked now.

Lump sum for each street is good.

We can't add the index without rewriting the bid package and starting over.

I have a couple of questions, please.

- There are some pavement failures along the ditch and at the culvert crossing on Brookhollow, does the City want that remediated before paving?
- Does the city want manholes or valve boxes adjusted to the new elevation?
- Some streets have existing pavement markings, does the city want those replaced after resurfacing?

Answers from our Public Works Director:

No ditch work paving only.

We will supply all risers for water and sewer lids.

Put back markings if the street already has them.

I know that some of these answers were already sent out to the bidders but we have had some additional packets picked up and need the answers to go to everyone the same.

If there are any other questions on the bid please use this link to email them so everyone has the same answers and it is clear for all bidders?

Mary Molepske

City Recorder

Town of Ashland City

405 N. Main Street

Ashland City, TN 37015

615-792-4211 EXT 5221

mmolepske@ashlandcitytn.gov



Mary Molepske
 Todd Hoppenstedt , Rosemary England
 , tyler.norris@rogersgroupinc.com ,
 jlund@jonesbroscnt.com , fairviewasphalt@bellsouth.net ,
 zwright@fourstarpaving.com , Robert Hutcheson
 , adavis@bryneandjones.com , Warren
 Garner , Terry Briley

Clint Biggers , Billy Harris
 , Jared Eden , Allen

Nicholson
 Mon, Mar 16, 2026, 3:20 PM

Hello Bidders,

Here is the most recent question.

Is there a projected start date and completion date for the city street paving?

At this time No.

Once the bid opening occurs on Friday March 20, 2026, at 2:00 PM the Public Works Director and his team will go through them, and they will need to be presented at the next City Council Meeting. This meeting will be held on April 14, 2026, and the City Council will vote to award the bid. Once the bid is awarded the Public Works director will be in contact to schedule work to begin.

Mary Molepske

City Recorder

**Town of Ashland City
405 N. Main Street
Ashland City, TN 37015
615-792-4211 EXT 5221
mmolepske@ashlandcitytn.gov**



2 Emails

Re: new questions for the Paving Bid

Mary Molepske
Todd Hoppenstedt , Rosemary England
 , tyler.norris@rogersgroupinc.com ,
Jacob Lund , fairviewasphalt@bellsouth.net ,
zwright@fourstarpaving.com , Robert Hutcheson
 , Andru Davis
Clint Biggers , Billy Harris
 , Jared Eden , Allen
Nicholson
Thu, Mar 19, 2026, 10:37 AM

Hello Bidders,

I have received a few additional questions and would like to answer them to all the bidders together. Please see the Questions and answers below from the Public Works/Streets Director.

- The entrance to RR Market on Harper Ln has existing asphalt already tied into it flush, would you guys like us to mill down around the entrance to re-tie in flush with new asphalt pavement ?
- Likewise, some driveways with concrete entrances already have tied in asphalt. Would you also like these milled down and tied in flush as well ?
- The other questions is does the city require a certain time for the warranty or is it industry standards?

Public Works/Streets Director reply to questions:

**Make all connections flush.
Not sure of the warranty but would want the work to be completed by the end of June.**

Mary Molepske
City Recorder
Town of Ashland City

405 N. Main Street
Ashland City, TN 37015
615-792-4211 EXT 5221
mmolepske@ashlandcitytn.gov



Robert Hutcheson
Mary Molepske
Thu, Mar 19, 2026, 10:44 AM

Received

Sessions Paving Company

Robert Hutcheson

Get [Outlook for iOS](#)

2 Emails

ROAD PAVEMENT AND RESURFACING BID

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

- **Contractor:** Carver Construction Company
- **(Printed Name)** Rosemary England
- **Title:** Chief Administrative Office
- **Signature:** [Handwritten Signature]
- **Date:** 03/19/2026

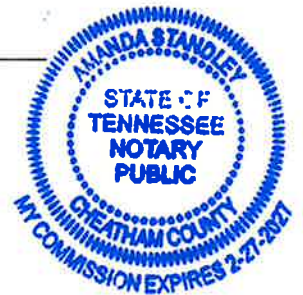
STATE OF Tennessee

COUNTY OF Cheatham

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Rosemary England, president, officer, principal, owner and/or agent with authority to bind Carver Construction, 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 19th day of March, 2026, ~~2025~~

➤ [Handwritten Signature]
NOTARY PUBLIC



Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

Mary Molepske - City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We
 ■ Carver Construction Company
 NAME OF BIDDER
 ■ 4894 Hwy 41 N Springfield, TN 37172
 ADDRESS OF BIDDER

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

Specifications for the " Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	\$326,334.00
Sandy Run	680 Feet	\$27,948.00
Harper Lane	340 Feet	\$28,200.00
N. Poole Street	3250 Feet	\$178,100.00
Lowe	980 Feet	\$53,704.00
Bluff View Street	860 Feet	\$60,090.00
Marble Street	310 Feet	\$16,988.00

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 691,364.00

**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 Carver Construction Company
4894 Hwy 41 N Springfield, TN 37172
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
Public Works department for the construction of road resurfacing.
3. That the bidding entity employs at least 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.



[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me on this 19th day of March, ²⁰²⁶2025



[Signature]
NOTARY PUBLIC

ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 02/27/2027

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ 
SIGNATURE OF CONTRACTOR

▪ Rosemary England
NAME OF CONTRACTOR (PRINTED)

▪ 03/19/2026
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

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 statement: (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 the individual applicants on the basis of visual observation or surname.

ETHNICITY:

Hispanic or Latino 1

Not Hispanic or Latino 6

RACE: (MARK ONE OR MORE)

White

Black or African American _____

American Indian/Alaska Native _____

Asian _____

Native Hawaiian _____

Pacific Islander _____

GENDER:

Male 6

Female 1

State of Tennessee

14125310

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
CARVER CONSTRUCTION COMPANY, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 70243
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2026
\$1,330,000; HC; HRA; MU-C; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Morrison & Fuson Insurance Agency, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: The Cincinnati Ins Co, INSURER B: Brickstreet Insurance, INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Metro Permit Bond.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]



TABLE OF CONTENTS
CONTRACT DOCUMENTS

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CERTIFICATE OF INSURANCE	PLEASE INCLUDE WITH BID

ROAD PAVEMENT AND RESURFACING BID

The city and JONES BROS CONTRACTORS, LLC ("**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 405 N. Main Street, Ashland City, Tennessee 37015, and JONES BROS CONTRACTORS (hereafter referred to as "**Contractor**"), (a corporation) / (partnership) / (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 located at 1010 PLEASANT GROVE PLACE, SUITE 300, MT. JULIET, TN 37122.

WITNESSETH

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

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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 April 15, 2026, through April 14, 2027 (THE "TERM").

ARTICLE 2. STATEMENT OF WORK

- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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 of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 if the delay is caused by a force of nature, natural disaster, or any plausible reason that is outside of the **Contractor's** control.

1 YEAR
WARRANTY

ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the 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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, JONES BAOS CONTRACTING, LLC ATTN: RANDY SUNKARD at its principal office address 1010 PLEASANT GROVE PLACE, SUITE 300, MT. JUBERT, TN 37122 ; or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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

IN WITNESS THEREOF, 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 _____, 2025

➤ _____
NOTARY PUBLIC

Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

• _____
Mary Molepske – City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME: JONES BROS CONTRACTING LLC

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER: 42204

EXPIRATION DATE: 1/31/2027

LICENSSE CLASSIFICATION: BC, HC; HRA; MV-A; MV-C; MV-D

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

N/A

PLUMBING SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

N/A

HVAC SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

N/A

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

▪ Jones Bros Contractors, LLC
NAME OF BIDDER

▪ 1010 Pleasant Grove Pl, Ste 300 Mt. Juliet, TN 37122
ADDRESS OF BIDDER

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

Specifications for the " Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	\$ 192,200. ⁰⁰
Sandy Run	680 Feet	\$ 16,900. ⁰⁰
Harper Lane	340 Feet	\$ 32,000. ⁰⁰
N. Poole Street	3250 Feet	\$ 79,200. ⁰⁰
Lowe	980 Feet	\$ 27,800. ⁰⁰
Bluff View Street	860 Feet	\$ 29,800. ⁰⁰
Marble Street	310 Feet	\$ 13,200. ⁰⁰

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 391,100.⁰⁰


JACOB LUND
931-434-1476

**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 Jones Bros. Contractors LLC
1010 Pleasant Grove Place Suite 300, Mt. Juliet TN 37122
NAME AND ADDRESS OF THE BIDDING ENTITY

2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
Public Utilities, Public Works department for the construction of Road Pavement-Resurfacing Bid.

3. That the bidding entity employs at least 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.



[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me on this 20 day of March, 2020



[Signature]
NOTARY PUBLIC

ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 12-16-24

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ [Signature]
SIGNATURE OF CONTRACTOR

▪ James Bros Contractors, LLC.
[Signature] William R. Sinkard Sr Vice President
NAME OF CONTRACTOR (PRINTED)

▪ 3-17-26
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

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 statement: (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 the individual applicants on the basis of visual observation or surname.

ETHNICITY:

Hispanic or Latino 185
Not Hispanic or Latino 768

RACE: (MARK ONE OR MORE)

White 699
Black or African American 47
American Indian/Alaska Native 4
Asian 1
Native Hawaiian 0
Pacific Islander 1

GENDER:

Male 920
Female 33

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

**VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225**

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tennessee Valley Paving Co., Inc.
135 Old Carters Creek Pike
Franklin, TN 37064

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Town of Ashland City, TN.
405 N. Main St
Ashland City, TN 37015

BOND AMOUNT: 5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Various Streets inside the town limits

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of March, 2026.

Jonh Cornell

(Witness)

Tennessee Valley Paving Co., Inc.

(Principal)

(Seal)

By: *Don Eubank*

ESTIMATOR

(Title)

Sherry Kimm

(Witness)

WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

By: *Kimberly M Stewart*

Kimberly M Stewart

(Title)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4110052 02

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **MARIE D. MCDONALD, ALLEN F. CARTER, MELISSA BRYSON, MARION W. BOYD, KIMBERLY M. STEWART, JOINTLY OR SEVERALLY**

of ATHENS and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, consents of surety, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Vice President, Surety and their corporate seals to be hereto affixed this 30th day of JULY A.D., 2025 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, Vice President, Surety**

State of Ohio
County of Medina ss:

On this 30th day of JULY A.D., 2025 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, **Kathleen Golovan, Chief Administrative Officer & Corporate Secretary** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D.,



Kathleen Golovan, Chief Administrative Officer & Corporate Secretary



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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

**VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225**

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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 statement: (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 the individual applicants on the basis of visual observation or surname.

ETHNICITY:

Hispanic or Latino 6

Not Hispanic or Latino 4

RACE: (MARK ONE OR MORE)

White 4

Black or African American _____

American Indian/Alaska Native _____

Asian _____

Native Hawaiian _____

Pacific Islander _____

GENDER:

Male 9

Female 1

ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 7/4/26

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ 
SIGNATURE OF CONTRACTOR

▪ TENNESSEE VALLEY PAVING CO, INC.
NAME OF CONTRACTOR (PRINTED)

▪ 3/12/26
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

**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 TENNESSEE Valley Paving Co, Inc.
135 OLD CARTERS CREEK PIKE FRANKLIN, TN 37064
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
Public Work department for the construction of VARIOUS ASPHALT PAVING.
3. That the bidding entity employs at least 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.

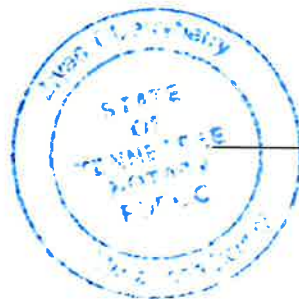
Further Affiant saith not.





AFFIANT

SUBSCRIBED AND SWORN TO before me on this 12TH day of March, 2025/6





NOTARY PUBLIC

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

▪ TENNESSEE VALLEY PAVING Co., Inc.
NAME OF BIDDER

▪ 135 OLD CARTERS CREEK PIKE FRANKLIN, TN 37064
ADDRESS OF BIDDER

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

Specifications for the" Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	113,370. ⁰⁰ ₋
Sandy Run	680 Feet	15,950. ⁰⁰ ₋
Harper Lane	340 Feet	12,450. ⁰⁰ ₋
N. Poole Street	3250 Feet	74,385. ⁰⁰ ₋
Lowe	980 Feet	24,475. ⁰⁰ ₋
Bluff View Street	860 Feet	25,475. ⁰⁰ ₋
Marble Street	310 Feet	8,790. ⁰⁰ ₋

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 274,895.⁰⁰₋

Lic. # 6437
Exp. 10/31/27
MU-C, D; BC-25
UNLIMITED
BY: Dan Eulank
ESTIMATOR

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME: TENNESSEE VALLEY PAVING Co, Inc.

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER: 6437

EXPIRATION DATE: 10/31/2027

LICENSE CLASSIFICATION: MU-C, D: BC-25

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

PLUMBING SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

HVAC SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

ROAD PAVEMENT AND RESURFACING BID

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

IN WITNESS THEREOF, 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 _____, 2025

➤ _____
NOTARY PUBLIC

Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

Mary Molepske - City Recorder

Term, and for an additional period of three years beyond the end date or termination of the **Agreement**, to include any Renewal Term. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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

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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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

ROAD PAVEMENT AND RESURFACING BID

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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, TVP
ATTN: Bryan Deryn at its principal office
address 135 OLD CATES CREEK PIKE FRANKLIN, TN 37064 ;
or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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

ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the Contractor shall not be deemed to be a waiver by the City. Failure of the **Contractor** to

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 if the delay is caused by a force of nature, natural disaster, or any plausible reason that is outside of the **Contractor's** control.

- 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ROAD PAVEMENT AND RESURFACING BID

connection with this **Agreement** whatsoever, any said payments to any such sub-contractor(s) being the sole liability of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors permitted assigns.

ARTICLE 6. NO THIRD-PARTY BENEFIT

ROAD PAVEMENT AND RESURFACING BID

The city and _____ (“**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 405 N. Main Street, Ashland City, Tennessee 37015, and _____ (hereafter referred to as “**Contractor**”), (a corporation) / (partnership) / (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 located at _____.

WITNESSETH

Whereas “Contractor” has substantial skill, equipment and experience in conducting the type of paving services required by the Town of Ashland City and the Public Utilities/Public Works Department on “City Roads” within the Town of Ashland City service area (hereafter referred to as “Pavement Resurfacing Services”; and

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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 April 15, 2026, through April 14, 2027 (THE “TERM”).

ARTICLE 2. STATEMENT OF WORK

- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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

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ROAD PAVEMENT AND RESURFACING BID

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The city and Byrne & Jones Construction ("**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 405 N. Main Street, Ashland City, Tennessee 37015, and Byrne & Jones Construction (hereafter referred to as "**Contractor**"), (a corporation) / (partnership) / (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 located at 7616 Drag Strip Rd, Fairview, TN
32062

WITNESSETH

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

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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.

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- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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 of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors permitted assigns.

ARTICLE 6. NO THIRD-PARTY BENEFIT

ROAD PAVEMENT AND RESURFACING BID

- 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 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

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the 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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, Byrne & Jones construction ATTN: Andrew Davis at its principal office address 7616 Dray Strip Rd, Fairview TN 37062; or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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 AND RESURFACING BID

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

- > Contractor: Byrne & Jones Construction
- > (Printed Name) Andru Davis
- > Title: Project Manager
- > Signature: Andru Davis
- > Date: 3/18/2026

STATE OF Tennessee

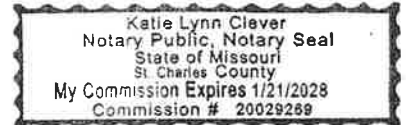
COUNTY OF Williamson County

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Andru Davis, president, officer, principal, owner and/or agent with authority to bind Byrne + Jones, 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 19th day of March, 2026

Katie Lynn Clever
NOTARY PUBLIC

Town of Ashland City
Printed Name: Gerald C. Greer
Title: Mayor, Town of Ashland City



Signature: _____

Date: _____

ATTEST:

Mary Molepske - City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City , City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME: *Byrne & Jones Construction*

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER: *64442*

EXPIRATION DATE: *September 30th, 2026*

LICENSSE CLASSIFICATION: *HC*

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

PLUMBING SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

HVAC SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

▪ Byrne & Jones Construction

NAME OF BIDDER

▪ 7616 Drag Strip Rd, Fairview, TN 37062

ADDRESS OF BIDDER

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

Specifications for the "Road Pavement Resurfacing":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	\$ 170,000.00
Sandy Run	680 Feet	20,000.00
Harper Lane	340 Feet	20,000.00
N. Poole Street	3250 Feet	85,000.00
Lowe	980 Feet	33,000.00
Bluff View Street	860 Feet	32,000.00
Marble Street	310 Feet	15,000.00

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 375,000.00



ROAD PAVEMENT AND RESURFACING BID

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 Byrne & Jones Construction
7616 Drag Strip Rd, Fairview TN 37062
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
_____ department for the construction of Street Paving.
3. That the bidding entity employs at least 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.

Adrian Davis

AFFIANT

SUBSCRIBED AND SWORN TO before me on this 20 day of March, 2027

Kathy G
NOTARY PUBLIC



15 |

ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 1.21.2028

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ Andru Davis
SIGNATURE OF CONTRACTOR

▪ Andru Davis
NAME OF CONTRACTOR (PRINTED)

▪ 3/18/2026
DATE

▪ Byrne & Jones Construction
SUBCONTRACTOR

▪ 3/18/2026
DATE

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 statement: (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 the individual applicants on the basis of visual observation or surname.

ETHNICITY:

Hispanic or Latino _____

Not Hispanic or Latino _____ X _____

RACE: (MARK ONE OR MORE)

White _____ X _____

Black or African American _____

American Indian/Alaska Native _____

Asian _____

Native Hawaiian _____

Pacific Islander _____

GENDER:

Male _____ X _____

Female _____

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

**VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225**

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

LIMITED ENGLISH PROFICIENCY

TOWN OF ASHLAND CITY, TENNESSEE

LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

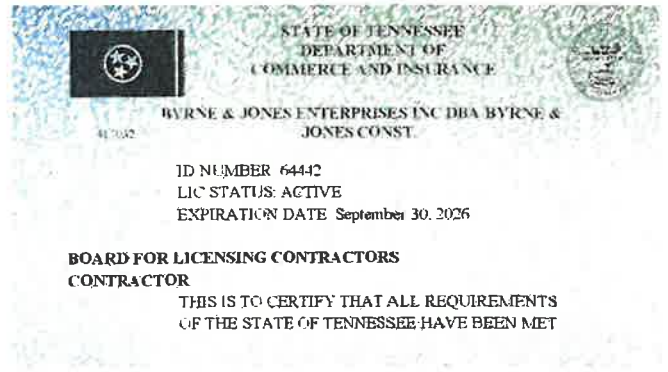
It is the general policy of the Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP) who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either 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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.





ATTN:BRITT TAULBEE
BYRNE & JONES ENTERPRISES INC DBA BYRNE & JONES CONST.
13940 ST. CHARLES ROCK RD.
ST. LOUIS. MO 63044





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Marsh & McLennan Agency LLC Company - St. Louis 825 Maryville Centre Dri. Suite 200 Chesterfield MO 63017	CONTACT NAME: Patti Monteith		FAX (A/C, No): 888-307-1561
	PHONE (A/C, No, Ext): 314-594-2617		E-MAIL ADDRESS: Patti.Monteith@MarshMMA.com
INSURED Byrne & Jones Enterprises, Inc. 13940 St. Charles Rock Road Bridgeton, MO 63044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Insurance Company		35289
	INSURER B: Amerisure Mutual Insurance Com		23396
	INSURER C: Underwriter's at Lloyd's, Lond		
	INSURER D: Travelers Property Casualty Co		25674
	INSURER E: AMERISURE INSURANCE COMPANY		19488
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 373218388 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 2129242-00-02	3/1/2026	3/1/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 50,000-HCPD			CA 2129243-00-02	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			8038100677	3/1/2026	3/1/2027	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 2129245-00-01	3/1/2026	3/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Leased/Rented Equip			QT-630-5K620438-TIL-26	3/1/2026	3/1/2027	Limit \$1,000,000	Ded-\$2,500
D	Installation Floater			QT-630-5K620438-TIL-26	3/1/2026	3/1/2027	Limit \$1,000,000/Temp	Storage-\$500,000
C	Prof Liab			HPL250297	7/19/2025	7/19/2026	\$1,000,000/\$1,000,000	Ded-\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job: Town of Ashland City 2026

CERTIFICATE HOLDER Town of Ashland City 405 N Main St Ashland City TN 37015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

When required by written contract, Town of Ashland City is included as an Additional Insured with respect to General Liability.

When required by written contract, a waiver of subrogation applies in favor of the City, its employees, elected or appointed officials, officers, and agents with respect to General Liability, and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: WLR C72792415 EFF DATE: 04/01/2025 EXP DATE: 04/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy & Employers Liability Per Statute	EL Each Accident EL Disease - Each Emp EL Disease -Pol Limit	\$1,000,000 \$1,000,000 \$1,000,000

ADDITIONAL REMARKS:
 WC \$1,000,000 Retention: WCU C72792427 WC (SIR) - AL,AR,IN,KY,TN
 WC Large Ded \$1,000,000: WLR C72792415 WC - FL, GA, IL, MS, NC, SC, TX, VA, WV

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company NAIC#: 11515
 POLICY NUMBER: 140001521 EFF DATE: 04/01/2025 EXP DATE: 04/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence Aggregate Excess of	\$2,000,000 \$2,000,000 \$2,000,000

ADDITIONAL REMARKS:
 Policy 140001521 sits excess of policy ISA H08887986

TABLE OF CONTENTS
CONTRACT DOCUMENTS

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CERTIFICATE OF INSURANCE	PLEASE INCLUDE WITH BID

ROAD PAVEMENT AND RESURFACING BID

The city and _____ (“**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 405 N. Main Street, Ashland City, Tennessee 37015, and _____ (hereafter referred to as “**Contractor**”), (a corporation) / (partnership) / (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 located at _____.

WITNESSETH

Whereas “Contractor” has substantial skill, equipment and experience in conducting the type of paving services required by the Town of Ashland City and the Public Utilities/Public Works Department on “City Roads” within the Town of Ashland City service area (hereafter referred to as “Pavement Resurfacing Services”; and

Whereas the city desires to hire a **Contractor** to conduct Pavement Repair Services; and

Whereas the **Contractor** desires to complete the 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 April 15, 2026, through April 14, 2027 (THE “TERM”).

ARTICLE 2. STATEMENT OF WORK

- **Contractor** shall provide installation, as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

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 of the **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

- It is understood and agreed that the **Contractor** will provide Pavement Resurfacing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither the **Contractor** or any of the 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, or health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither the **Contractor** nor any of the **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, including social security or federal, state or local income taxes, for or on behalf of the **Contractor** or any of the **Contractor's** employees, agents, representatives, or sub-contractors. The **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for the **Contractor** and any of the **Contractor's** employees, 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 the **Contractor**, and nothing 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 assignments shall be void. This **Agreement** shall be binding upon the parties' respective successors 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, , 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 the **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 the **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 personal property (including the real or personal property of third parties)).

ARTICLE 8. TERMINATION AND BREACH

- (A) This **Agreement** shall continue in full force and effect and during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of the **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 the **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 the **Contractor**, the **City** may terminate this **Agreement** with or cause by giving the **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay the **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 the notice of termination.
-

ARTICLE 9. WAIVER OF BREACH

- Waiver by the **City** or the **Contractor** of 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 of remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

- (A) **Contractor** warrants and represents to the **City** as follows: (1) 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 (2) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. The **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: (1) that funds are available to compensate the **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 the 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 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

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

ARTICLE 16. INSURANCE

- (A) **Contractor shall provide a copy of insurance and:** agrees to maintain 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**.
 - 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
 - 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 Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as a "**additional insured**" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least 30 days prior to said cancellation 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 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 the Contractor shall not be deemed to be a waiver by the City. Failure of the **Contractor** to

ROAD PAVEMENT AND RESURFACING BID

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 the **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 17. TAXES

- 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 the **Agreement** shall be sufficient if it is in writing and shall be sent by certified or registered **United State Postal Service** mail, or a generally recognized public courier service, to the Contractor, _____
 _____ ATTN: _____ at its principal office
 address _____;
 or to the City, ATTN: **Mary Molepske City Recorder** or any successor, at its principal address, PO Box 36, Ashland City Tennessee 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 regulations, the latter shall prevail, 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 the 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/she maintains all licensing as required by all federal, state, and local statutes, laws, ordinances, or regulations.

ARTICLE 22. PERFORMANCE BOND

- **The 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. The 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 and 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. The 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 of services performed hereunder for the audit or financial examination purposes, and the **Contractor** agrees to cooperate with and make reasonable accommodation to the **City** for such purposes. The **Contractor** further agrees that the 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 the **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 one instrument. Any one of each counterpart shall be sufficient for the purpose of proving the existence and Terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submissions 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

IN WITNESS THEREOF, 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 _____, 2025

➤ _____
NOTARY PUBLIC

Town of Ashland City

Printed Name: Gerald C. Greer

Title: Mayor, Town of Ashland City

Signature: _____

Date: _____

ATTEST:

Mary Molepske – City Recorder

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the **“ROAD PAVEMENT RESURFACING BID”** will be received by the Town of Ashland City until **“1:30 PM on March 20, 2026, at the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City, TN. 37015. Bids will be publicly opened and read at 2:00 PM on March 20, 2026,** in the conference room.

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

- **In addition, all bids submitted by contractors with five or more employees shall be accompanied by a contractor’s affidavit stating that said contractor has a 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 and **must be placed on the outside of the 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 \$ 25,000.00. If the subcontractor is \$ 25,000.00 or greater, the subcontractor(s) license information shall also be on the envelope.

- **The information concerning the bidder and all, if any, subcontractor(s) shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid documents.**

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

Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **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 the 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 and or all bids as the interest of the Town of Ashland City may appear to be required. It shall be the City's sole discretion to determine qualifications of the contractors and determination of contractor rejection. The Town of Ashland City reserves the right to award the bid to the most qualified bidder and to use certain criteria as set out in the Town's purchasing policy.

➤ **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 **City Recorder Mary Molepske by email (mmolepske@ashlandcitytn.gov)**. Ms. Molepske 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 such a set of documents. All questions must be submitted three business days prior to the 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 the closing of 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 Public Works Department with the Department Head Clint Biggers. This schedule should be arranged to accomplish the work with as little interference as possible with the normal traffic and business needs of the city.

➤ **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 the notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the contractors' 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 is in all respect fair and in good faith without collusion or fraud.

STATE CONTRACTOR LICENSE INFORMATION FORM

PLEASE COMPLETE APPLICABLE PORTIONS OF THIS FORM AND **ATTACH TO THE OUTSIDE OF THE ENVELOPE CONTAINING YOUR BID.**

PROJECT NAME: Road Pavement Resurfacing, The Town of Ashland City

BID NUMBER: N/A

BIDDER / PRIME CONTRACTOR

NAME:

If the bid amount is \$ 25,000.00 or greater, complete TN Contractor License Information

LICENSE NUMBER:

EXPIRATION DATE:

LICENSSE CLASSIFICATION:

If proposal includes Electrical Plumbing, or HVAC work to be performed by someone other than the prime contractor, enter the SUBCONTRACTOR(S) NAME(S) BELOW.

If the SUBCONTRACT portion is \$25,000.00 or greater, the SUBCONTRACTOR(S) STATE LICENSE information will also need to be provided.

ELECTRICAL SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

PLUMBING SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

HVAC SUBCONTRACTOR

NAME:

LICENSE NUMBER:

EXPERATION DATE:

LICENSE CLARIFICATION:

ROAD PAVEMENT AND RESURFACING BID

BID PROPOSAL

TO: Town of Ashland City
Ashland City, Tennessee

I/We

- ROGERS GROUP, INC.
NAME OF BIDDER
- 2124 NASHVILLE PK, GALLATIN TN 37066
ADDRESS OF BIDDER

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

Specifications for the " Road Pavement Resurfacing ":

Name of Road	Length of Road	Cost of Service
Brookhollow	5955 Feet	\$ 133,900 ⁰⁰
Sandy Run	680 Feet	\$ 36,425 ⁰⁰
Harper Lane	340 Feet	\$ 36,750 ⁰⁰
N. Poole Street	3250 Feet	\$ 86,070 ⁰⁰
Lowe	980 Feet	\$ 27,755 ⁰⁰
Bluff View Street	860 Feet	\$ 31,250 ⁰⁰
Marble Street	310 Feet	\$ 20,300 ⁰⁰

TOTAL ESTIMATED COST FOR THE PROJECT:

\$ 372,450⁰⁰

**STATE OF TENNESSEE
COUNTY OF CHEATHAM**

**DRUG FREE WORKPLACE
AFFIDAVIT OF PRIME BIDDER**

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

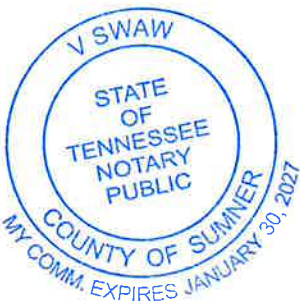
1. He/~~She~~ is the principal officer for ROGERS GROUP, INC.
2124 NASHVILLE PK, GALLATIN TN 37066
NAME AND ADDRESS OF THE BIDDING ENTITY
2. That the bidding entity has submitted a bid to **The Town of Ashland City,**
PUBLIC WORKS department for the construction of ROAD PAVEMENT RESURFACING BID.
3. That the bidding entity employs at least 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.

➤ Nick DiBenedetto
Vice President

[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me on this 18th day of March, 2025

➤ 

[Signature]
NOTARY PUBLIC

ROAD PAVEMENT AND RESURFACING BID

COMMISSION EXPIRES 1/30/27

The Town of Ashland City follows all Title VI policy not to discriminate based on 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 will comply with these policies.

▪ 
SIGNATURE OF CONTRACTOR

▪ NICK DIBARTOLO, V.P. / ROGERS GROUP, INC.
NAME OF CONTRACTOR (PRINTED)

▪ 3/18/26
DATE

▪ _____
SUBCONTRACTOR

▪ _____
DATE

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 statement: (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 the 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 _____

Pacific Islander _____

GENDER:

Male _____

Female _____

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on 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.

VIOLET BLACK
PO BOX 36
ASHLAND CITY, TN 37015
615-792-4211 EXT5225

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), effective order 11246 as amended by Executive Order 1175 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

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. Our 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 document 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 an 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 workplace 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 had been discrimination against him/her because of LEP should contact Violet Black, Title VI Coordinator.

BID OPENING SIGN IN SHEET

STAFF PRESENT

PRINT NAME	SIGN NAME	DATE	TIME
MARY Molepske	Mary Molepske	4-2-26	1:40
JASON Reynolds	J Reynolds	4-2-26	1:40
Ale Clark	Ale Clark	4/2/26	1:59
Justin Wheeler	Justin Wheeler	4/2/26	1:59

BIDDERS/PUBLIC ATTENDEES

PRINT NAME	SIGN NAME	DATE	TIME
Joselyn Dumas	Joselyn Dumas	04/02/26	1:55
Joe RAST	Joe Rast	04/2/26	2:00
Jason Herge	Jason Herge	4/2/26	2:00

BID TABULATION

JOHN'S PARK SIDEWALK AND DRAINAGE PROJECT

Bid Opening	April 2, 2026	2:00 PM
Bid Closing	April 2, 2026	1:30 PM 2:00

Outer ENvelope has all info Needed.

BIDDER NAME:	AMOUNT OF BID:
Long BRANCH Construction	\$ 479,170.00
Justice Farms.	\$ 194,370.59
Tugson Group.	\$ 335,209.00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TugSun Group Inc

2421 Highway 41A Byp Ste 400
Clarksville, TN 37043-0062

OWNER:

(Name, legal status and address)

TOWN OF ASHLAND CITY
405 N Main St

Ashland City, TN 37015-1307

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

JOHNS PARK DRAINAGE & SIDEWALK PROJECT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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User Notes:

(1496601206)

Signed and sealed this 26 day of March , 2026

Bonney Worsham
(Witness)

Bonney Worsham
(Witness)

TugSun Group Inc
(Contractor as Principal) (Seal)

Joanna Rausch president
(Title) Joanna Rausch Owner

West Bend Insurance Company
(Surety) (Seal)

Allison Baggett
(Title) Allison Baggett, Attorney-In-Fact

Init.

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User Notes:

(1496601206)



Bond No. 2673382

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Allison Baggett

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

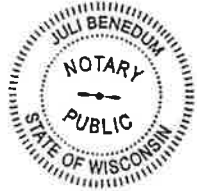
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of March, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

ADDENDUM NO. 1

DATE: March 27, 2026
TO: Prospective Bidders
FROM: Jason Reynolds, PE (Consultant Engineer)
SUBJECT: Addendum No. 1 – Johns Park-Ashland City
BID NO.: 21-813

This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

Changes/Clarifications to the Contract Documents & Specifications:

Item #1

Issue: Please clarify the number, size, and location of any endwalls/headwalls. There are only 2 each according to the bid item 10-ENDWALL (SIDE DRAIN) 3:1 (includes one protection grate), but there appear to be 6 shown on the drawings.

Response: Endwalls inside the park are the only required installation of headwalls and are labeled as #5 and #8. The 2 pipes for the private driveways (endwalls 1-4) can be installed without endwalls (exposed end of pipe with sloped fill material above).

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #2

Issue: Please clarify the liquidated damages. Page 8 of the "Bid Book" states \$2,000 per day while page 15 states \$500.

Response: \$500 per day is correct and applicable to the project.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #3

Issue: What is the anticipated NTP date for the project?

Response: Immediately and as quickly as the city selection and award process allows and in accordance with the bid documents requirements. We expect to award at the BMA April meeting and have contracts signed within 10 days. The actual start date of construction is expected to be mid to late April.

Revised Bid Proposal: None.



Revised Construction Plans: None.

Item #4

Issue: What (if any) work hour/day constraints are associated with this project?

Response: City standard work hours apply and are applicable (see town ordinances online or in city hall for specific regulation details). There are specific coordination requirements (not work hour restrictions) in the plans related to the use of the park that remains open and how end of day work must be protected and intended to keep safe conditions when park is in operation whether work is active or not.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #5

Issue: Please clarify the specific "measurement and payment" of the bid items. In particular, will the measurement and payment of pipe include the "up to 2 ft of cut off" per TDOT?

Response: All the work shown in the plans must be accomplished as shown. Any payment for ancillary work required in the plans can be included in other items bid. In particular, any fill above the pipe to the final surface elevations must be completed to the full extent required in plans and the contractor should bring the pipe backfill to the surface grades shown. Any excess material from pipe installation or other excavated items must be hauled off and disposed of in a legal manner and cannot remain onsite.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #6

Issue: Will pipe be measured from center of structure to center of structure, or from end to end?

Response: Pipe will be measured and paid for from end to end of actual pipe installed.

Revised Bid Proposal: None.

Revised Construction Plans: None.

END OF ADDENDUM NO. 1

BID DOCUMENTS AND SPECIFICATIONS
FOR
JOHNS PARK DRAINAGE & SIDEWALK PROJECT
BID# 21-813

TOWN OF ASHLAND CITY
405 N. MAIN ST.
ASHLAND CITY, TN 37015



DATE: March 11, 2026

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*TOWN OF ASHLAND CITY
JOHNS PARK DRAINAGE & SIDEWALK PROJECT*

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INVITATION FOR BIDS

Sealed Bids for the project entitled JOHNS PARK DRAINAGE & SIDEWALK PROJECT will be received by the Town of Ashland City until 2:00 p.m. CST (Central Standard Time), April 2, 2026, in the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City TN, 37015, and then publicly opened and read aloud at 2:00 p.m. on the same day.

Pre-bid questions will be received formally in writing via post or email until **4:00 p.m. CST March 26th** at CSR Engineering, Inc., 2010 Hwy 49E, Pleasant View, TN 37146 (c/o Jason Reynolds) or email at jason.reynolds@csrengineers.com.

The work consists of all necessary materials, labor and equipment for complete installation and operational commissioning of stormwater and sidewalk improvements at various locations at Johns Park in downtown Ashland City, TN.

Each Bidder must be **appropriately licensed** as a Contractor in the State of Tennessee as provided in T.C.A. 62-6-101. **The Bidder's name, license number, expiration date, and that part of the contracting classification applying to the Bid shall appear on the sealed envelope containing the Bid; otherwise, the Bid shall not be opened.**

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 a drug free workplace program in compliance with The Tennessee Drug Free Workplace Act and other attached city required forms and affidavits.

Digital copies of the Bid Documents may be obtained at CSR Engineering, located at 2010 Hwy 49E, Pleasant View, TN 37146 at a cost of Fifty Dollars (\$50.00). Printing of official bid documents shall be by the bidder. Bid advertisement and instructions will also be posted to the City website. All bidders must be on the official bidders list in order for addenda to be coordinated and bids received and read as part of the opening.

Bid bonds and/or deposits are not required on this project. The successful Bidder shall be required to furnish separate one hundred percent (100%) Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Town of Ashland City.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Bidder shall make positive efforts and are encouraged to use small and minority owned business enterprises on this project.

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 and may ask for supporting or supplemental information regarding contractor experience prior to any award.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to install drainage and sidewalk improvements throughout the city park at locations defined in the attached construction plans, permits and referenced specifications. It includes all work as set out more fully hereinafter in these specifications and bid documents.

CONTRACT PRICE: Although the City requests bid proposals based on the estimated 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. Any and all quantities may be increased, decreased or completely removed from the project requirements and contracted price at the City's discretion.

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.

PREBID CONFERENCE: None scheduled although pre-bid questions may be submitted as defined in the invitation.

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 Jason Reynolds, PE by email (jason.reynolds@csrengieners.com) within the time requirements of the invitation.

WITHDRAWAL OF BIDS: Any bidder may withdraw their bid via written request at any time prior to the scheduled time for bid opening.

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. This schedule shall be arranged so as to accomplish the work with as little interference as possible with the normal operation of the existing water flows.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS: The undersigned further agrees that, in case of failure on their part to execute the said contract 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 qualified bidder.

All bidders (also referred to herein as "Contractor") must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications

and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications contain the provisions required for the improvements at the project site. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the Request for Bid form attached hereto and shall not be detached from the contract documents. Bids shall be submitted in a sealed envelope or box. The outside of the envelope must include:

- 1. Name of Project for which Bid is submitted**
- 2. Name of Contractor**
- 3. Tennessee Contractor's License Number**
- 4. License Expiration Date**
- 5. License Classification Applying to Bid**
- 6. Bid Project Number**

CONTRACT AGREEMENT

PROJECT IDENTIFICATION:

Construction of JOHNS PARK DRAINAGE & SIDEWALK Project as in plans and bid documents (from Bid# 21-813) in Ashland City, Tennessee (Cheatham County).

ENGINEER

The Project has been designed by

**CSR Engineering, INC., 2010 Hwy 49E, Pleasant View, TN 37146
(Jason L. Reynolds, PE)**

This agreement is made and executed in two (2) originals, between the **TOWN OF ASHLAND CITY**, and

_____ hereinafter referred to as the
“Contractor.”

WITNESSETH

The **TOWN OF ASHLAND CITY** did advertise for, receive and accept a bid from the Contractor for work on the above, identified contract.

In consideration of the **agreements** herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following “Contract Documents” all of which constitute one instrument:

- (a) the Instructions to Bidders
- (b) the Proposal
- (c) all conditions and terms of this Contract form
- (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
- (e) the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation.
- (f) Supplemental Specifications
- (g) Revisions and Additions
- (h) Special Provisions
- (i) Addenda
- (j) The Contract Plans
- (k) The Work Order
- (l) Construction Changes

- (m) Supplemental Agreements
- (o) Supplemental Conditions of Construction Contract.

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the Project/Town Standard Specifications; the Project/Town Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF ASHLAND CITY.

4. The TOWN OF ASHLAND CITY agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF ASHLAND CITY under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF ASHLAND CITY, the State, the Comptroller of the Treasury or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate insurance as indicated in the Supplemental Conditions of the Construction Contract, naming the TOWN OF ASHLAND CITY as additional insured.

7. The Contractor shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF ASHLAND CITY may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF ASHLAND CITY to protect the TOWN OF ASHLAND CITY from loss there from. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the Contract. Therefore Contractor agrees to abide by the following contract times:

Substantial Completion shall be defined as “the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended”. **The work associated with this item shall be substantially complete (operational/commissioning) within 45 calendar days after the date when the Contract Times commence to run, and fully complete and ready for final payment (punchlist) within 60 calendar days after the date when the Contract Time commences to run. Adjustments to the allowed calendar days for the project may be adjusted based upon coordination with the winning bidder and approved by the TOWN. Any adjustments to the contract days may be accomplished with start and stop work orders and consequently no change to the total duration for onsite construction days allowed.**

9. Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 2,000.00 for each day that expires after the time specified for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified for final completion and readiness for final payment until the Work is completed and ready for final payment.

10. Payment Applications, submitted by Contractor, shall not be processed by City or Engineer until work associated with milestones is substantially complete.

11. Contractor shall pay Owner for cost related to additional project management and other direct and indirect costs if Contractor fails to meet milestones as listed above.

12. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official “Notice to Proceed”. This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1

Contractor 2*

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date

Date

TOWN OF ASHLAND CITY

This Contract is accepted this _____ day of _____, _____,

and is effective on the _____ day of _____, _____.

TOWN OF ASHLAND CITY Official

Approved:

TOWN OF ASHLAND CITY Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the **TOWN OF ASHLAND CITY**, and other potential claimants, for all obligations incurred by the Principal under its contract with **TOWN OF ASHLAND CITY** for the construction of the above, identified contract; in the full contract amount of

_____ (\$ _____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **TOWN OF ASHLAND CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

_____ (\$ _____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **TOWN OF ASHLAND CITY** in the full contract amount of

_____ (\$ _____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **TOWN OF ASHLAND CITY** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **TOWN OF ASHLAND CITY** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the **TOWN**

OF ASHLAND CITY the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____
Printed Name and Title

Date _____

(For Joint Venture) Principal/Contractor 2 _____

By: _____
Printed Name and Title

Date _____

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from **TOWN OF ASHLAND CITY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Phone Number

Fax Number

Fax Number

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. **Contractor's Percentage of Work.** The CONTRACTOR shall perform a minimum of **30%** of the Work on the project. Compliance with this provision shall be based on the cost of work completed by the Contractor as compared to the Total Project Cost. This provision does not prohibit the use of subcontractors to complete the work; however, it limits the amount of work completed by subcontractors to **70%** of the Work on the project.

2. **Contractor's and/or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- i. Workers Compensation, and related coverages:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employers Liability
 - Ea. Accident \$100,000 Disease
 - Policy Limit \$500,000 Disease
 - Ea. Employee \$100,000

- ii. CONTRACTOR'S General Liability which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the CONTRACTOR:
 - a. General Aggregate \$1,000,000
 - b. Products – Completed Operations Agg . \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Fire Damage (any one fire) \$100,000
 - f. Medical Expense (any one expense) \$5,000
 - g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
 - h. Excess or Umbrella Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$2,000,000

- iii. Automobile Liability
 - a. Bodily Injury
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage
 - Each Accident \$1,000,000
 - c. Combined Single Limit of \$1,000,000

- iv. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
 - a. Bodily Injury

Each Accident	\$1,000,000 Annual
Aggregate	\$1,000,000
 - b. Property Damage

Each Accident	\$1,000,000 Annual
Aggregate	\$1,000,000
- v. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:
 - a. TOWN OF ASHLAND CITY – OWNER

3. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their

respective responsibilities.

4. Dispute Resolution

A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

5. **Mediation** – If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

6. Legal Process

A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Cheatham County, Tennessee.

B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs including attorney fees.

7. **Authority of Inspectors.** The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

8. Waste Material Disposal

A. Waste material, including trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish, demolition materials, over-excavated rock (including cap rock and boulders > 2' in any axis) from mass grading, structures or trenches deemed objectionable by the Owner, and other matter deemed objectionable by the Owner, shall be removed from the site and disposed of in a manner not to damage the Owner or other persons. Disposal should be in accordance with all applicable governing regulations and requirements.

B. Contractor to obtain, at his expense, any permits required for the disposal of waste material.

C. No extra payment shall be received for disposal of waste material.

9. Grassing and Planting

A. The Contractor shall be responsible for ground cover as indicated in the Specifications. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

10. Weather and neglect of utility owner or other contractors shall not be deemed a consideration for the extension of the contract time.

BID FORM

Place: Town of Ashland City, Tennessee

Date : 3.25.20

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE Tugsun Group Inc
Name of Bidder

2421 Hwy 41A by rd ste 400 Clarksville TN 37043
Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **JOHNS PARK DRAINAGE & SIDEWALK PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within 60 calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$500.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said grading, drainage and sidewalk installation described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	BID LINE ITEM TOTAL
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$7,800.00	\$7,800.00
2	PLACING AND SPREADING TOPSOIL	C.Y.	93	\$45.00	\$4,185.00
3	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	840	\$14.00	\$11,760.00
4	DRAINAGE EXCAVATION	C.Y.	216	\$60.00	\$12,960.00
5	FLOWABLE FILL (GENERAL)	C.Y.	3	\$260.00	\$780.00
6	SIDEWALK HANDRAIL	L.F.	167	\$180.00	\$30,060.00
7	MINERAL AGGREGATE (SIZE 57)	TON	79	\$45.00	\$3,555.00
8	ASPHALT REPAIR AT DRIVEWAYS & PAD (2x drain to ditch and patch repair over park pipe)	SF	1,175	\$22.00	\$25,850.00
9	30"X19" HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	174	\$220.00	\$38,280.00
10	ENDWALL (SIDE DRAIN) 3:1 (includes one protection grate)	EACH	2	\$6,500.00	\$13,000.00
11	30IN HDPE SIDE DRAINS	L.F.	80	\$160.00	\$12,800.00
12	48"X48" SQUARE CONCRETE NO. 2 JUNCTION BOX	EACH	2	\$6,000.00	\$12,000.00
13	EROSION CONTROL	L.S.	1	\$15,000.00	\$15,000.00
14	MACHINED RIP-RAP (CLASS A-1)	TON	5	\$200.00	\$1,000.00
15	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	7	\$49.00	\$343.00
16	SEEDING (WITHOUT MULCH)	UNIT	10	\$200.00	\$2,000.00
17	WATER (SEEDING & SODDING)	M.G.	2	\$1,100.00	\$2,200.00
18	EROSION CONTROL BLANKET (TYPE III)	S.Y.	1,144	\$6.00	\$6,864.00
19	CONCRETE SIDEWALK (4")	S.F.	5,301	\$22.00	\$116,622.00
20	INFIELD MIX	TONS	242	\$75.00	\$18,150.00
CONSTRUCTION TOTAL					\$335,209.00

for the Project Total of

Three Hundred Thirty Five Thousand Two Hundred Nine Dollars and Zero Cents **Dollars.**
 (Amount shall be shown in both words and figures.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name:

Joanna Rausch

Company:

Tugsun Group Inc

Title:

President

Business Address:

2421 Hwy 41A byp ste 400

Clarksville TN 37043

Contractor's License No:

76982

License Expiration Date:

10-31-27

Telephone Number:

931-237-6696

Email Contact:

office@tugsun.com

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 TugSun Group Inc
Name and address of bidding entity
2421 Hwy 41A byp Sta 400 Clarksville TN 37043
2. That the bidding entity has submitted a bid to The Town of Ashland City,
City Hall department for the construction of Johns Park Drainage & sidewalk
Project # 21-813
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.

[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me this 25th day of March, 2026

Susan D. Joles
NOTARY PUBLIC

My commission expires 03-15-2028



TITLE VI POLICY

TOWN OF ASHLAND CITY
233 TN WALTZ PKWY.
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov

Town of Ashland City NONDISCRIMINATION POLICY

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

Tug Sun Group Inc

Name of Contractor (printed)

3-25-26

Date

Subcontractor

Date

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

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.

Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

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).

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, 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 Alicia Martin, Title VI Coordinator.

TECHNICAL SPECIFICATIONS
FOR
JOHNS PARK
DRAINAGE & SIDEWALK PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee (Cheatham County)



PART 1: GENERAL

All Items of Work, Reference Standards, Measurements and Payments, and Shop Drawings shall be in strict accordance with Plans and Specifications attached herein and made a part thereof and according to the latest version and applicable portions of the **TDOT Standard Specifications for Road and Bridge Construction (for all roadway items of work) and made a part thereof and as further detailed and specified in plans**. All questions related to the Contract Proposal, Plans or Specifications shall be directed to the City's Engineer for the Project. Information received from other persons or offices shall be strictly advisory.

(Specification Referenced Herein, may be obtained online at no cost or purchased in hard copy from TDOT by the bidding and awarded contractor)

Construction Plans

(attached and dated March 6, 2026)

JOHNS PARK SIDEWALK & DRAINAGE IMPROVEMENTS FOR THE TOWN OF ASHLAND CITY, TENNESSEE MARCH 2026

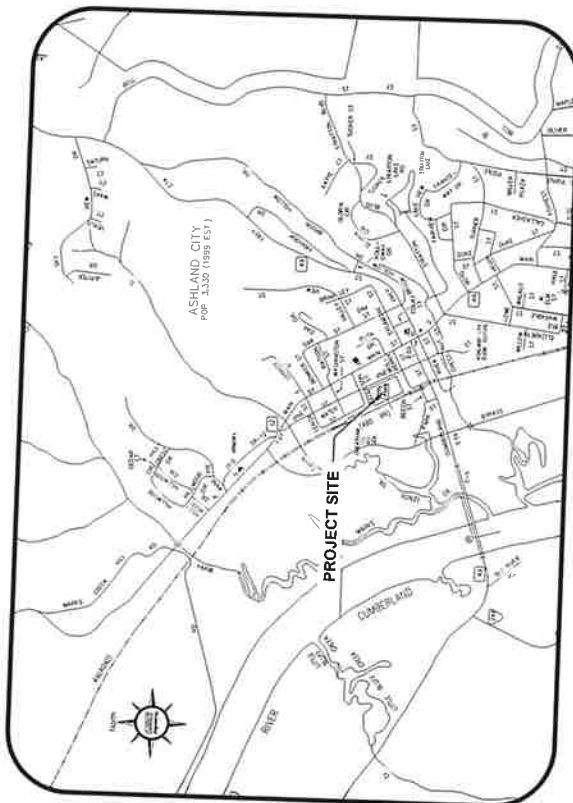
REVISIONS

NO.	DATE	BY	DESCRIPTION



INDEX OF DRAWINGS

SHEET	DESCRIPTION
T1.	TITLE SHEET
G1.	GENERAL NOTES
C1.	EXISTING LAYOUT
C2.	PROPOSED LAYOUT
C3.	GRADING AND DRAINAGE
C4.	EPSC PLAN
C5.	EPSC DETAILS
C6.	SITE DETAILS



LOCATION MAP
1" = 1000'

MAYOR
MR. GERALD GREER
PUBS. DEPARTMENT DIRECTOR
MR. ANTHONY CLARK
PUB. UTILITIES / PUBLIC WORKS DIRECTOR
MR. CLYDE BROWN
CONSULTANT ENGINEER
MR. PHIL CASTERLINE, P.E. CSR ENGINEERING, INC.



SPECIAL NOTES

PROPOSALS MAY BE RECEIVED BY THE CITY OR ANY OF THE LISTED OFFICES. APPROVED COST FINANCING VALUE MUST BE SPECIFIED. OTHER REVISIONS OR BELOW THE \$400,000.00 VALUE THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TOWN OF ASHLAND CITY, TENNESSEE, JANUARY 2021 EDITION. CONTRACT SPECIFICATIONS AND SPECIAL PROVISIONS GOVERN IN THE PLANS AND IN THE PROVISIONAL CONTRACT.

UTILITY OWNERS
WATER SERVICE
TOWN OF ASHLAND CITY 2010 Hwy 49 E Suite 100 ASHLAND CITY, TN 37015 (615) 792-2550
SANITARY SEWER SERVICE
TOWN OF ASHLAND CITY 2010 Hwy 49 E Suite 100 ASHLAND CITY, TN 37015 (615) 792-2550
NATURAL GAS UTILITY SERVICE
PREMIER NATURAL GAS 10000 Highway 49 East NASHVILLE, TN 37224 (615) 877-2210
ELECTRIC SERVICE
CSG MARKET ASHLAND CITY, TN 37015 (615) 792-6651
INTERNET SERVICE PROVIDER
CSG INTERNET CONNECT 315 Highway 49 East ASHLAND CITY, TN 37015 (615) 792-5851

THESE PLANS ARE DESIGNED TO COMPLY WITH THE STANDARD SPECIFICATIONS OF THE TOWN OF ASHLAND CITY AND THE PROJECT SPECIFICATIONS.

CSR Engineering, Inc.
2010 Hwy 49 E
Pleasant View, TN 37146
P: 615 212-2389
F: 615 240 3815
www.csrengineers.com



PURPOSE FOR ISSUE CONSTRUCTION



NO.	DATE	REVISION	DESCRIPTION

DESIGNER: DAA
 REVIEWER: JAR

#POWER: 21-816

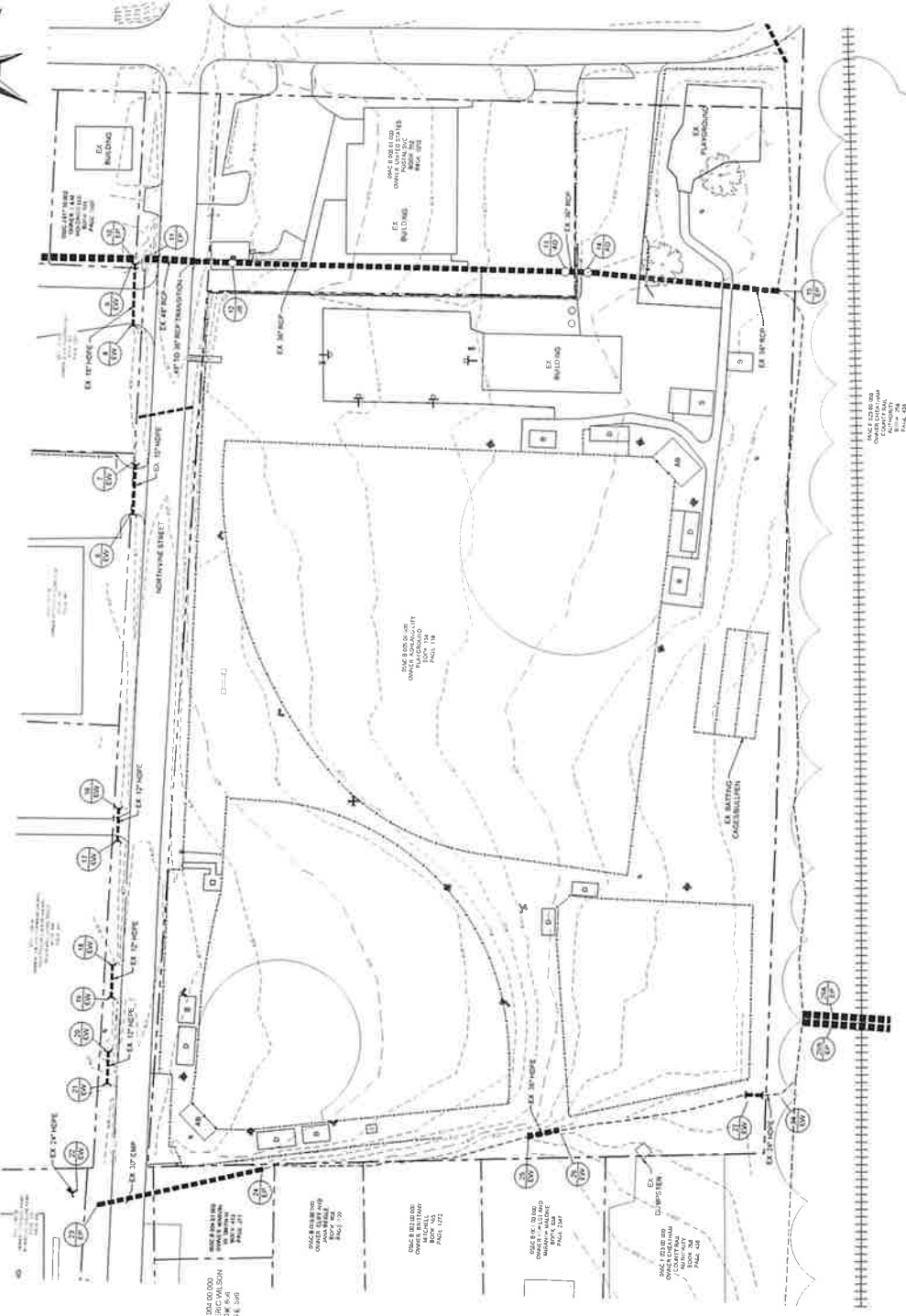
DATE: 3-6-2026

SHEET: C1



- LEGEND**
- HP HIGH POINT
 - LP LOW POINT
 - D DUCOUT
 - B BLEACHERS
 - S SHED
 - AB ANNOUNCER BUILDING
 - U UTILITY POLE
 - R LIGHT POLE
 - DITCH CENTERLINE
 - FEI FENCE

- 6 INV. EL. 465.00
- 7 INV. EL. 464.72
- 8 INV. EL. 464.24
- 9 INV. EL. 464.19
- 10 INV. EL. 463.22
- 11 INV. EL. 462.38
- 12 INV. EL. 461.70
- 13 INV. EL. 461.54
- 14 INV. EL. 461.02
- 15 INV. EL. 460.88
- 16 INV. EL. 460.50
- 17 INV. EL. 460.40
- 18 INV. EL. 460.39
- 19 INV. EL. 460.36
- 20 INV. EL. 460.32
- 21 INV. EL. 460.29
- 22 INV. EL. 460.26
- 23 INV. EL. 460.22
- 24 INV. EL. 460.14
- 25 INV. EL. 460.71
- 26 INV. EL. 460.57
- 27 INV. EL. 460.58
- 28 INV. EL. 460.39
- 29 INV. EL. 460.36
- 30 INV. EL. 460.32
- 31 INV. EL. 460.29
- 32 INV. EL. 460.26
- 33 INV. EL. 460.22
- 34 INV. EL. 460.14
- 35 INV. EL. 460.71
- 36 INV. EL. 460.57
- 37 INV. EL. 460.58
- 38 INV. EL. 460.39
- 39 INV. EL. 460.36
- 40 INV. EL. 460.32
- 41 INV. EL. 460.29
- 42 INV. EL. 460.26
- 43 INV. EL. 460.22
- 44 INV. EL. 460.14
- 45 INV. EL. 460.71
- 46 INV. EL. 460.57



PURPOSE FOR ISSUE: AGENCY REVIEW
 SCALE: 1"=30'
 30' 0' 30' 60'

DATE: 02/26/2026
 COUNTY: ASHLAND
 CITY: ASHLAND, OR
 PROJECT: JOHNS PARK



PROPOSED LAYOUT
 JOHNS PARK SIDEWALK AND DRAINAGE IMPROVEMENTS
 OREGON COUNTY
 ASHLAND CITY
 15th Street
 PROJECT NO. 21-010



NO.	DATE	BY	DESCRIPTION

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 REVIEWER: [Name]

PROJECT: 21-010

DATE: 3-6-2026

SHEET: C2



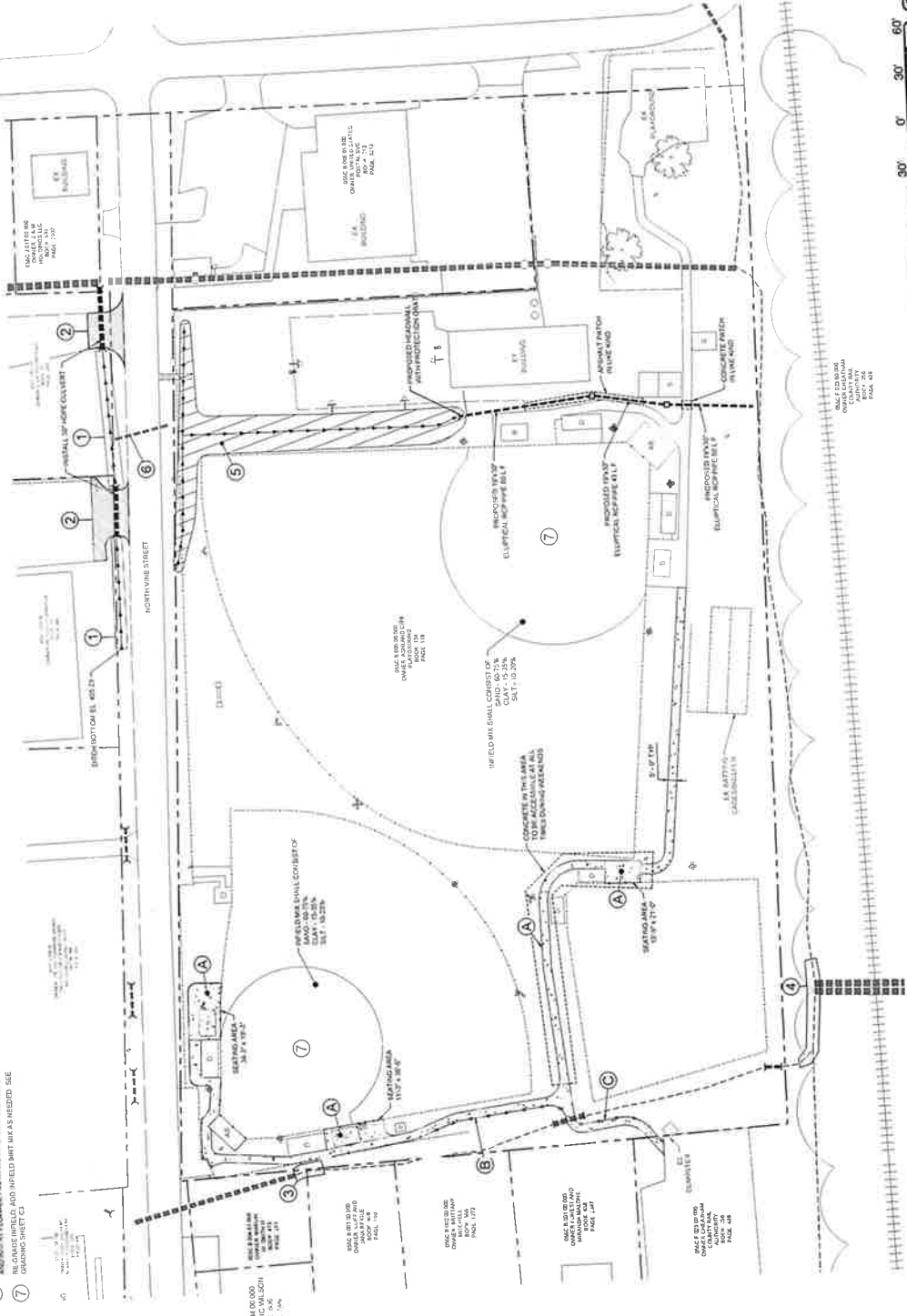
PROPOSED SITE RECOMMENDATIONS

- (A) INSTALL 3.0" LP S-DRAINAGE
- (B) SLATING AREAS
- (C) INSTALL 6" DIA. CONCRETE
- (D) INSTALL 6" DIA. SAFETY WALL
- (E) SEE SHEET C3 FOR DETAIL

NOTE: ALL WORK SHALL BE PROTECTED WITH WORK ZONE TREATMENT AT THE END OF EACH WORK DAY.

DRAINAGE RECOMMENDATIONS

- 1 REMOVE EXISTING FROM CURB AND SIDEWALK TO EXISTING DRAINAGE
- 2 ADJUST GRADE OF DRIVEWAY ENTRANCES TO ALLOW WATER TO ENTER DITCH INSTEAD OF FLOWING OVER SIDEWALK (AS PAVEMENT)
- 3 LOWER RISEUP AT FIRE OUTLET 11 IS CURRENTLY
- 4 RAISE RISEUP FROM DITCH PROTECTION
- 5 RAISE DITCH (SEE DETAIL A SHEET C3)
- 6 RAISEUP TO 1" DIA. CONCRETE
- 7 RAISEUP TO 1" DIA. CONCRETE



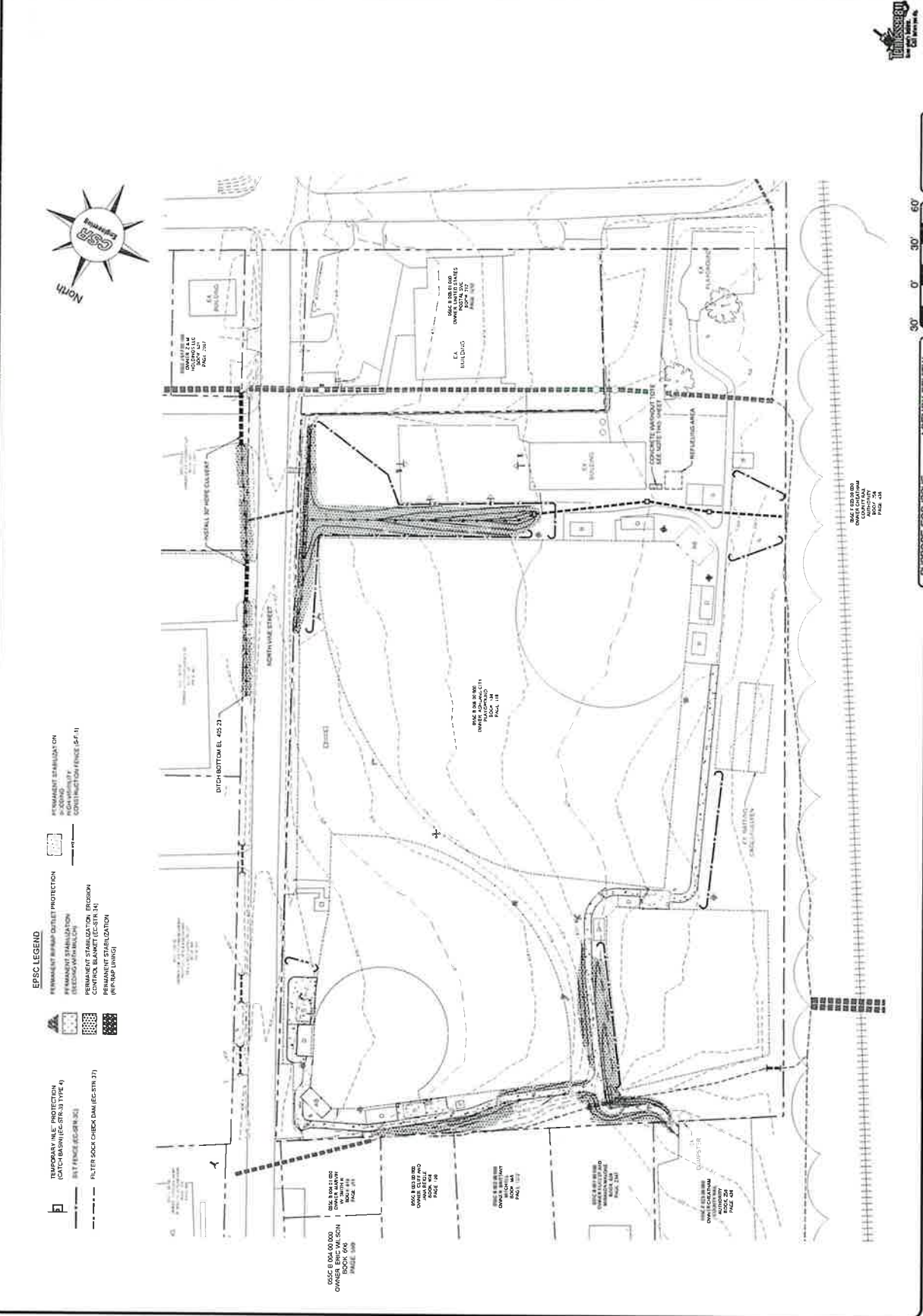
SCALE: 1"=30'
 0' 30' 60'

PURPOSE FOR ISSUE: AGENCY REVIEW





NO.	DATE	REVISION



- EPSC LEGEND**
- PERMANENT RIPRAP OUTLET PROTECTION
 - PERMANENT STABILIZATION (SEEDING/SMITHSON)
 - PERMANENT STABILIZATION (CENTRAL BLANKET/COIN, IN, IN)
 - PERMANENT STABILIZATION (PER SAP LIVING)
 - TEMPORARY FENCE PROTECTION (CONTOUR/CONTOUR TYPE 4)
 - TEMPORARY FENCE PROTECTION (PER E.C. 603.02)
 - FILTER SOCK CHECK DAM (E.C. 603.37)

DATE: 3-6-2026
DRAWN BY: GMA
CHECKED BY: J.R.
PAGE: 04

30' 0' 30' 60' SCALE: 1"=30'

PURPOSE FOR ISSUE: AGENCY REVIEW

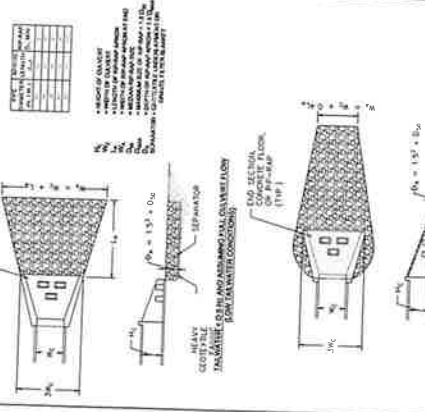
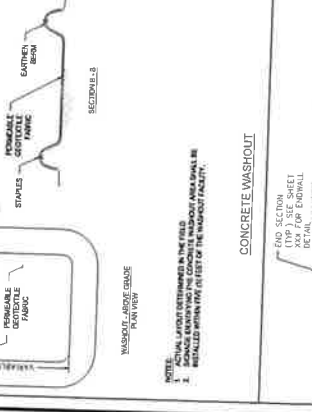
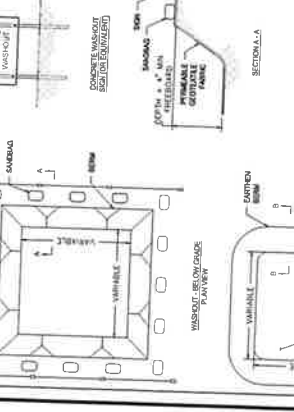
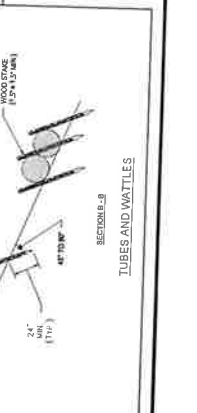
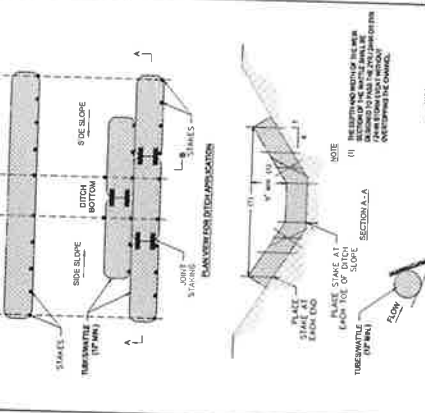
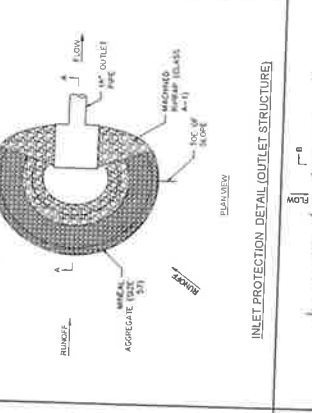
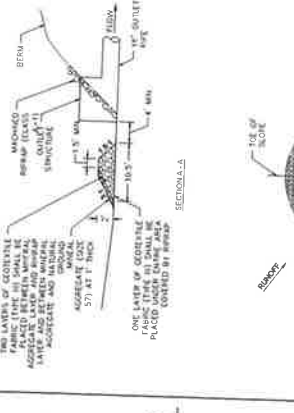
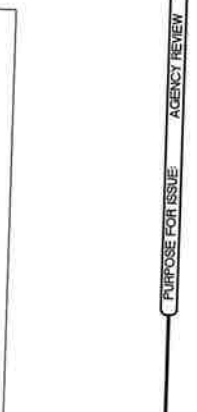
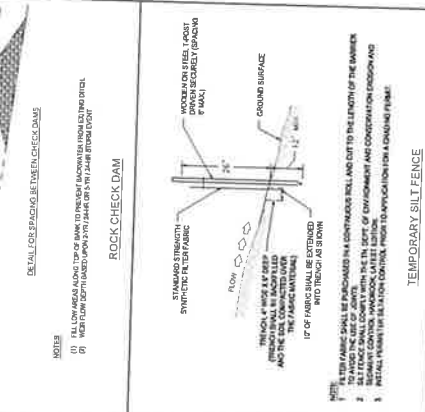
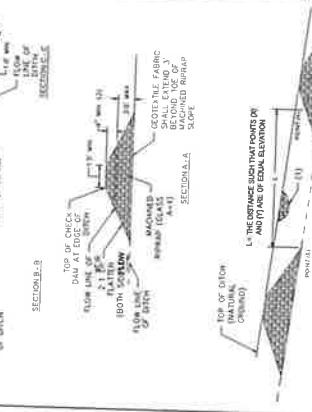
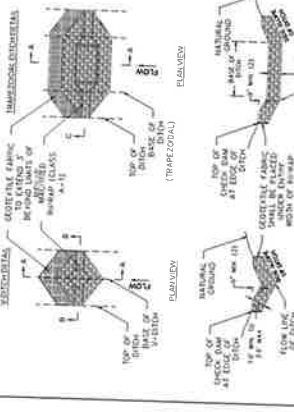
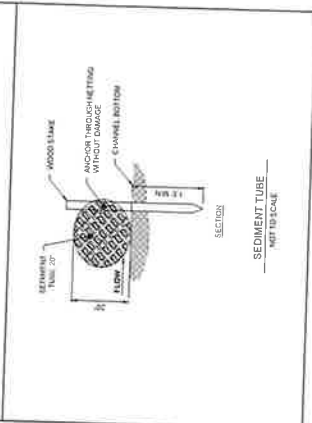
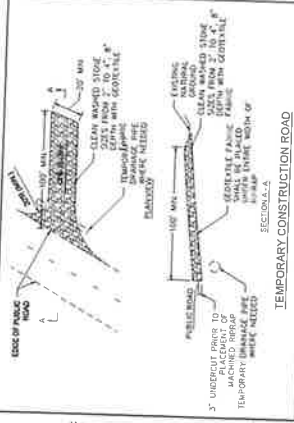




NO.	DATE	REVISION	DESCRIPTION

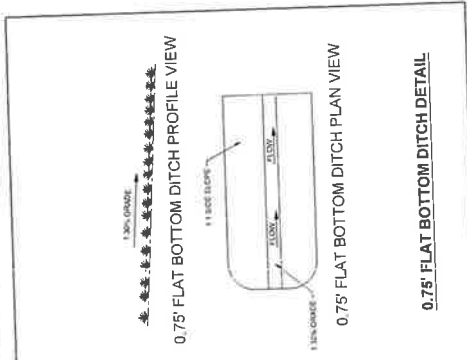


PURPOSE FOR ISSUE: AGENCY REVIEW
 SCALE: NONE

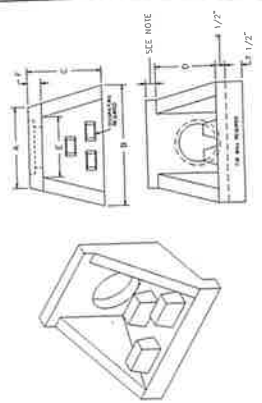




NO.	DATE	BY	DESCRIPTION

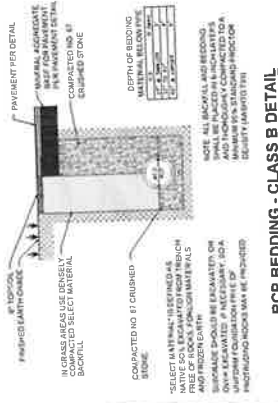


0.75% FLAT BOTTOM DITCH DETAIL

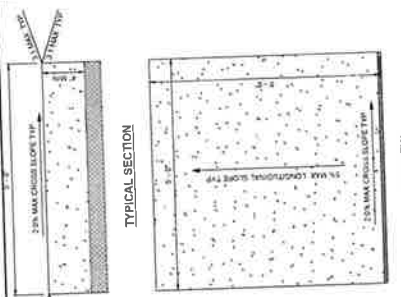


CONCRETE ENDWALL DETAIL

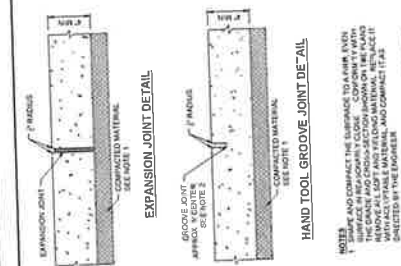
POUR SIZE	1 1/2" MAX	2" MAX	3" MAX	4" MAX	5" MAX	6" MAX	8" MAX	10" MAX	12" MAX	15" MAX	18" MAX	20" MAX
NO. OF PARTICLES PER 100 GRAMS	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
NO. OF PARTICLES PER 100 GRAMS	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000



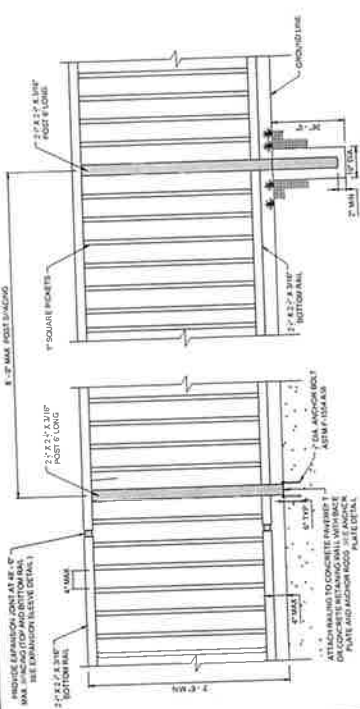
RCP BEDDING - CLASS B DETAIL



SIDEWALK DETAILS



NOTES:
 1. SURFACE SHALL BE COMPACTED TO A FINISH EVEN WITH A 1/4" TOLERANCE. CONFORM TO WITH THE SURFACE. SURFACE SHALL BE COMPACTED TO A FINISH EVEN WITH A 1/4" TOLERANCE. CONFORM TO WITH THE SURFACE. SURFACE SHALL BE COMPACTED TO A FINISH EVEN WITH A 1/4" TOLERANCE. CONFORM TO WITH THE SURFACE.

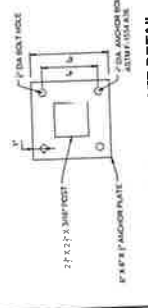


POST SET IN GROUND

POST BOLTED TO CONCRETE



EXPANSION SLEEVE DETAIL



ANCHOR PLATE DETAIL

SAFETY RAIL DETAILS

PURPOSE FOR ISSUE: AGENCY REVIEW SCALE: NONE

BID FORM

Place: Town of Ashland City, Tennessee

Date: 4-2-26

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE Justice Farms LLC

1413 Justice Rd Ashland City TN 37015
Name of Bidder
Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **JOHNS PARK DRAINAGE & SIDEWALK PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within 60 calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$500.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said grading, drainage and sidewalk installation described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	BID LINE ITEM TOTAL
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	8500	8500
2	PLACING AND SPREADING TOPSOIL	C.Y.	93	55.00	5115.00
3	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	840	3.40	2856.00
4	DRAINAGE EXCAVATION	C.Y.	216	27.50	5940.00
5	FLOWABLE FILL (GENERAL)	C.Y.	3	310.00	930.00
6	SIDEWALK HANDRAIL	L.F.	167	43.20	7214.40
7	MINERAL AGGREGATE (SIZE 57)	TON	79	57.50	4542.50
8	ASPHALT REPAIR AT DRIVEWAYS & PAD (2x drain to ditch and patch repair over park pipe)	SF	1,175	7.25	8518.75
9	30"X19" HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	174	36.00	6264.00
10	ENDWALL (SIDE DRAIN) 3:1 (includes one protection grate)	EACH	2	4575.00	9150.00
11	30IN HDPE SIDE DRAINS	L.F.	80	29.00	2320.00
12	48"X48" SQUARE CONCRETE NO. 2 JUNCTION BOX	EACH	2	5500.00	11,000.00
13	EROSION CONTROL	L.S.	1	6500.00	6500.00
14	MACHINED RIP-RAP (CLASS A-1)	TON	5	55.00	275.00
15	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	7	10.90	76.30
16	SEEDING (WITHOUT MULCH)	UNIT	10	380.00	3800.00
17	WATER (SEEDING & SODDING)	M.G.	2	550.00	1100.00
18	EROSION CONTROL BLANKET (TYPE III)	S.Y.	1,144	7.20	8236.80
19	CONCRETE SIDEWALK (4")	S.F.	5,301	7.90	41,877.90
20	INFIELD MIX	TONS	242	248.57	60,153.94
CONSTRUCTION TOTAL					194,370.59

for the Project Total of

194,370.59

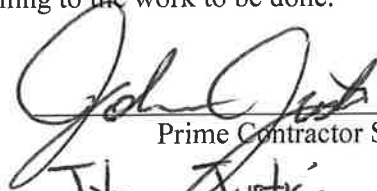
one hundred ninety four thousand three hundred seventy dollars and 59/100 Dollars.
 (Amount shall be shown in both words and figures.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: John Justice

Company: Justice Farms LLC

Title: owner

Business Address: 1413 Justice Rd
Ashland City TN 37015

Contractor's License No: 70510

License Expiration Date: 1-30-27

Telephone Number: 615-207-0069

Email Contact: john@justicefarms.com

TITLE VI POLICY

**TOWN OF ASHLAND CITY
233 TN WALTZ PKWY.
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov**

Town of Ashland City NONDISCRIMINATION POLICY

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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

John Justice

Name of Contractor (printed)

3-16-26

Date

Subcontractor

Date

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 _____

POLICY OF NONDISCRIMINATION

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Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

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).

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, 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 Alicia Martin, Title VI Coordinator.


STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

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 Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

<u>Justice Farms</u>	<u>3-16-26</u>
COMPANY NAME	DATE
<u></u>	<u>owner</u>
REPRESENTATIVE	TITLE

TECHNICAL SPECIFICATIONS
FOR
JOHNS PARK
DRAINAGE & SIDEWALK PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee (Cheatham County)



PART 1: GENERAL

All Items of Work, Reference Standards, Measurements and Payments, and Shop Drawings shall be in strict accordance with Plans and Specifications attached herein and made a part thereof and according to the latest version and applicable portions of the **TDOT Standard Specifications for Road and Bridge Construction (for all roadway items of work) and made a part thereof and as further detailed and specified in plans**. All questions related to the Contract Proposal, Plans or Specifications shall be directed to the City's Engineer for the Project. Information received from other persons or offices shall be strictly advisory.

(Specification Referenced Herein, may be obtained online at no cost or purchased in hard copy from TDOT by the bidding and awarded contractor)

Construction Plans

(attached and dated March 6, 2026)

ADDENDUM NO. 1

DATE: March 27, 2026
TO: Prospective Bidders
FROM: Jason Reynolds, PE (Consultant Engineer)
SUBJECT: Addendum No. 1 – Johns Park-Ashland City
BID NO.: 21-813

This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

Changes/Clarifications to the Contract Documents & Specifications:

Item #1

Issue: Please clarify the number, size, and location of any endwalls/headwalls. There are only 2 each according to the bid item 10-ENDWALL (SIDE DRAIN) 3:1 (includes one protection grate), but there appear to be 6 shown on the drawings.

Response: Endwalls inside the park are the only required installation of headwalls and are labeled as #5 and #8. The 2 pipes for the private driveways (endwalls 1-4) can be installed without endwalls (exposed end of pipe with sloped fill material above).

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #2

Issue: Please clarify the liquidated damages. Page 8 of the "Bid Book" states \$2,000 per day while page 15 states \$500.

Response: \$500 per day is correct and applicable to the project.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #3

Issue: What is the anticipated NTP date for the project?

Response: Immediately and as quickly as the city selection and award process allows and in accordance with the bid documents requirements. We expect to award at the BMA April meeting and have contracts signed within 10 days. The actual start date of construction is expected to be mid to late April.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #4

Issue: What (if any) work hour/day constraints are associated with this project?

Response: City standard work hours apply and are applicable (see town ordinances online or in city hall for specific regulation details). There are specific coordination requirements (not work hour restrictions) in the plans related to the use of the park that remains open and how end of day work must be protected and intended to keep safe conditions when park is in operation whether work is active or not.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #5

Issue: Please clarify the specific "measurement and payment" of the bid items. In particular, will the measurement and payment of pipe include the "up to 2 ft of cut off" per TDOT?

Response: All the work shown in the plans must be accomplished as shown. Any payment for ancillary work required in the plans can be included in other items bid. In particular, any fill above the pipe to the final surface elevations must be completed to the full extent required in plans and the contractor should bring the pipe backfill to the surface grades shown. Any excess material from pipe installation or other excavated items must be hauled off and disposed of in a legal manner and cannot remain onsite.

Revised Bid Proposal: None.

Revised Construction Plans: None.

Item #6

Issue: Will pipe be measured from center of structure to center of structure, or from end to end?

Response: Pipe will be measured and paid for from end to end of actual pipe installed.

Revised Bid Proposal: None.

Revised Construction Plans: None.

END OF ADDENDUM NO. 1

BID DOCUMENTS AND SPECIFICATIONS
FOR
JOHNS PARK DRAINAGE & SIDEWALK PROJECT
BID# 21-813

TOWN OF ASHLAND CITY
405 N. MAIN ST.
ASHLAND CITY, TN 37015



DATE: March 11, 2026

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*TOWN OF ASHLAND CITY
JOHNS PARK DRAINAGE & SIDEWALK PROJECT*

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INVITATION FOR BIDS

Sealed Bids for the project entitled JOHNS PARK DRAINAGE & SIDEWALK PROJECT will be received by the Town of Ashland City until 2:00 p.m. CST (Central Standard Time), April 2, 2026, in the Town of Ashland City, City Hall, 405 N. Main Street, Ashland City TN, 37015, and then publicly opened and read aloud at 2:00 p.m. on the same day.

Pre-bid questions will be received formally in writing via post or email until **4:00 p.m. CST March 26th** at CSR Engineering, Inc., 2010 Hwy 49E, Pleasant View, TN 37146 (c/o Jason Reynolds) or email at jason.reynolds@csrengineers.com.

The work consists of all necessary materials, labor and equipment for complete installation and operational commissioning of stormwater and sidewalk improvements at various locations at Johns Park in downtown Ashland City, TN.

Each Bidder must be **appropriately licensed** as a Contractor in the State of Tennessee as provided in T.C.A. 62-6-101. **The Bidder's name, license number, expiration date, and that part of the contracting classification applying to the Bid shall appear on the sealed envelope containing the Bid; otherwise, the Bid shall not be opened.**

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 a drug free workplace program in compliance with The Tennessee Drug Free Workplace Act and other attached city required forms and affidavits.

Digital copies of the Bid Documents may be obtained at CSR Engineering, located at 2010 Hwy 49E, Pleasant View, TN 37146 at a cost of Fifty Dollars (\$50.00). Printing of official bid documents shall be by the bidder. Bid advertisement and instructions will also be posted to the City website. All bidders must be on the official bidders list in order for addenda to be coordinated and bids received and read as part of the opening.

Bid bonds and/or deposits are not required on this project. The successful Bidder shall be required to furnish separate one hundred percent (100%) Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Town of Ashland City.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Bidder shall make positive efforts and are encouraged to use small and minority owned business enterprises on this project.

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 and may ask for supporting or supplemental information regarding contractor experience prior to any award.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to install drainage and sidewalk improvements throughout the city park at locations defined in the attached construction plans, permits and referenced specifications. It includes all work as set out more fully hereinafter in these specifications and bid documents.

CONTRACT PRICE: Although the City requests bid proposals based on the estimated 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. Any and all quantities may be increased, decreased or completely removed from the project requirements and contracted price at the City's discretion.

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.

PREBID CONFERENCE: None scheduled although pre-bid questions may be submitted as defined in the invitation.

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 Jason Reynolds, PE by email (jason.reynolds@csrengieners.com) within the time requirements of the invitation.

WITHDRAWAL OF BIDS: Any bidder may withdraw their bid via written request at any time prior to the scheduled time for bid opening.

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. This schedule shall be arranged so as to accomplish the work with as little interference as possible with the normal operation of the existing water flows.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS: The undersigned further agrees that, in case of failure on their part to execute the said contract 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 qualified bidder.

All bidders (also referred to herein as "Contractor") must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications

and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications contain the provisions required for the improvements at the project site. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the Request for Bid form attached hereto and shall not be detached from the contract documents. Bids shall be submitted in a sealed envelope or box. The outside of the envelope must include:

- 1. Name of Project for which Bid is submitted**
- 2. Name of Contractor**
- 3. Tennessee Contractor's License Number**
- 4. License Expiration Date**
- 5. License Classification Applying to Bid**
- 6. Bid Project Number**

CONTRACT AGREEMENT

PROJECT IDENTIFICATION:

Construction of JOHNS PARK DRAINAGE & SIDEWALK Project as in plans and bid documents (from Bid# 21-813) in Ashland City, Tennessee (Cheatham County).

ENGINEER

The Project has been designed by

**CSR Engineering, INC., 2010 Hwy 49E, Pleasant View, TN 37146
(Jason L. Reynolds, PE)**

This agreement is made and executed in two (2) originals, between the **TOWN OF ASHLAND CITY**,
and

_____ hereinafter referred to as the
“Contractor.”

WITNESSETH

The **TOWN OF ASHLAND CITY** did advertise for, receive and accept a bid from the Contractor for work on the above, identified contract.

In consideration of the **agreements** herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following “Contract Documents” all of which constitute one instrument:

- (a) the Instructions to Bidders
- (b) the Proposal
- (c) all conditions and terms of this Contract form
- (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
- (e) the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation.
- (f) Supplemental Specifications
- (g) Revisions and Additions
- (h) Special Provisions
- (i) Addenda
- (j) The Contract Plans
- (k) The Work Order
- (l) Construction Changes

- (m) Supplemental Agreements
- (o) Supplemental Conditions of Construction Contract.

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the Project/Town Standard Specifications; the Project/Town Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF ASHLAND CITY.

4. The TOWN OF ASHLAND CITY agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF ASHLAND CITY under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF ASHLAND CITY, the State, the Comptroller of the Treasury or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate insurance as indicated in the Supplemental Conditions of the Construction Contract, naming the TOWN OF ASHLAND CITY as additional insured.

7. The Contractor shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF ASHLAND CITY may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF ASHLAND CITY to protect the TOWN OF ASHLAND CITY from loss there from. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the Contract. Therefore Contractor agrees to abide by the following contract times:

Substantial Completion shall be defined as “the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended”. **The work associated with this item shall be substantially complete (operational/commissioning) within 45 calendar days after the date when the Contract Times commence to run, and fully complete and ready for final payment (punchlist) within 60 calendar days after the date when the Contract Time commences to run. Adjustments to the allowed calendar days for the project may be adjusted based upon coordination with the winning bidder and approved by the TOWN. Any adjustments to the contract days may be accomplished with start and stop work orders and consequently no change to the total duration for onsite construction days allowed.**

9. Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 2,000.00 for each day that expires after the time specified for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified for final completion and readiness for final payment until the Work is completed and ready for final payment.

10. Payment Applications, submitted by Contractor, shall not be processed by City or Engineer until work associated with milestones is substantially complete.

11. Contractor shall pay Owner for cost related to additional project management and other direct and indirect costs if Contractor fails to meet milestones as listed above.

12. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official “Notice to Proceed”. This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1

Contractor 2*

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date

Date

TOWN OF ASHLAND CITY

This Contract is accepted this _____ day of _____,

and is effective on the _____ day of _____.

TOWN OF ASHLAND CITY Official

Approved:

TOWN OF ASHLAND CITY Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the **TOWN OF ASHLAND CITY**, and other potential claimants, for all obligations incurred by the Principal under its contract with **TOWN OF ASHLAND CITY** for the construction of the above, identified contract; in the full contract amount of

_____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **TOWN OF ASHLAND CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

_____ (\$_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **TOWN OF ASHLAND CITY** in the full contract amount of

_____ (\$_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **TOWN OF ASHLAND CITY** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **TOWN OF ASHLAND CITY** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the **TOWN**

OF ASHLAND CITY the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____
Printed Name and Title

Date _____

(For Joint Venture) Principal/Contractor 2 _____

By: _____
Printed Name and Title

Date _____

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from **TOWN OF ASHLAND CITY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Phone Number

Fax Number

Fax Number

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. **Contractor's Percentage of Work.** The CONTRACTOR shall perform a minimum of **30%** of the Work on the project. Compliance with this provision shall be based on the cost of work completed by the Contractor as compared to the Total Project Cost. This provision does not prohibit the use of subcontractors to complete the work; however, it limits the amount of work completed by subcontractors to **70%** of the Work on the project.

2. **Contractor's and/or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

i. Workers Compensation, and related coverages:

a. State:	Statutory
b. Applicable Federal:	Statutory
c. Employers Liability	
Ea. Accident	\$100,000 Disease
– Policy Limit	\$500,000 Disease
– Ea. Employee	\$100,000

ii. CONTRACTOR'S General Liability which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the CONTRACTOR:

a. General Aggregate	\$1,000,000
b. Products – Completed Operations Agg .	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Fire Damage (any one fire)	\$100,000
f. Medical Expense (any one expense)	\$5,000
g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable	
h. Excess or Umbrella Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

iii. Automobile Liability

a. Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit of	\$1,000,000

- iv. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
 - a. Bodily Injury

Each Accident	\$1,000,000 Annual
Aggregate	\$1,000,000
 - b. Property Damage

Each Accident	\$1,000,000 Annual
Aggregate	\$1,000,000
- v. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:
 - a. TOWN OF ASHLAND CITY – OWNER

3. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their

respective responsibilities.

4. Dispute Resolution

A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

5. **Mediation** – If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

6. Legal Process

A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Cheatham County, Tennessee.

B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs including attorney fees.

7. **Authority of Inspectors.** The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

8. Waste Material Disposal

A. Waste material, including trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish, demolition materials, over-excavated rock (including cap rock and boulders > 2' in any axis) from mass grading, structures or trenches deemed objectionable by the Owner, and other matter deemed objectionable by the Owner, shall be removed from the site and disposed of in a manner not to damage the Owner or other persons. Disposal should be in accordance with all applicable governing regulations and requirements.

B. Contractor to obtain, at his expense, any permits required for the disposal of waste material.

C. No extra payment shall be received for disposal of waste material.

9. Grassing and Planting

A. The Contractor shall be responsible for ground cover as indicated in the Specifications. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

10. Weather and neglect of utility owner or other contractors shall not be deemed a consideration for the extension of the contract time.

BID FORM

Place: Town of Ashland City, Tennessee

Date : 4-2-2026

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE Long Branch Construction LLC
Name of Bidder

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **JOHNS PARK DRAINAGE & SIDEWALK PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within 60 calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$500.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said grading, drainage and sidewalk installation described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	BID LINE ITEM TOTAL
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$17,500.00	\$17,500.00
2	PLACING AND SPREADING TOPSOIL	C.Y.	93	\$120.00	\$11,160.00
3	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	840	\$4.00	\$3,360.00
4	DRAINAGE EXCAVATION	C.Y.	216	\$185.00	\$39,960.00
5	FLOWABLE FILL (GENERAL)	C.Y.	3	\$500.00	\$1,500.00
6	SIDEWALK HANDRAIL	L.F.	167	\$235.00	\$39,245.00
7	MINERAL AGGREGATE (SIZE 57)	TON	79	\$60.00	\$4,740.00
8	ASPHALT REPAIR AT DRIVEWAYS & PAD (2x drain to ditch and patch repair over park pipe)	SF	1,175	\$15.00	\$17,625.00
9	30"X19" HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	174	\$475.00	\$82,650.00
10	ENDWALL (SIDE DRAIN) 3:1 (includes one protection grate)	EACH	2	\$6,000.00	\$12,000.00
11	30IN HDPE SIDE DRAINS	L.F.	80	\$150.00	\$12,000.00
12	48"X48" SQUARE CONCRETE NO. 2 JUNCTION BOX	EACH	2	\$12,000.00	\$24,000.00
13	EROSION CONTROL	L.S.	1	\$15,000.00	\$15,000.00
14	MACHINED RIP-RAP (CLASS A-1)	TON	5	\$300.00	\$1,500.00
15	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	7	\$60.00	\$420.00
16	SEEDING (WITHOUT MULCH)	UNIT	10	\$350.00	\$3,500.00
17	WATER (SEEDING & SODDING)	M.G.	2	\$4,500.00	\$9,000.00
18	EROSION CONTROL BLANKET (TYPE III)	S.Y.	1,144	\$10.00	\$11,440.00
19	CONCRETE SIDEWALK (4")	S.F.	5,301	\$20.00	\$106,020.00
20	INFIELD MIX	TONS	242	\$275.00	\$66,550.00
CONSTRUCTION TOTAL					\$479,170.00

for the **Project Total** of

\$479,170.00

Four Hundred Seventy Nine Thousand One Hundred Seventy _____ Dollars.

(Amount shall be shown in both words and figures.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: Jonathan Evans

Company: Long Branch Construction LLC

Title: managing member

Business Address: 6515 Long Branch dr.
Greenbrier, TN 37073

Contractor's License No: 76296

License Expiration Date: 5-31-2027

Telephone Number: 645-651-5868

Email Contact: JB12318@icloud.com

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 Long Branch Construction LLC
Name and address of bidding entity
6518 Long Branch Dr. Greenbrier TN 37073 ;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
parish department for the construction of Johns park ;
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 2 day of April, 2026





NOTARY PUBLIC

My commission expires 2-24-30

TITLE VI POLICY

**TOWN OF ASHLAND CITY
233 TN WALTZ PKWY.
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov**

Town of Ashland City NONDISCRIMINATION POLICY

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

Jonathan Evans

Name of Contractor (printed)

4-2-2026

Date

Subcontractor

Date

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 ___

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.

Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

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).

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, 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 Alicia Martin, Title VI Coordinator.

STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT


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 Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

Long Branch Construction LLC 9-2-2026
COMPANY NAME DATE

 managing member
REPRESENTATIVE TITLE

TECHNICAL SPECIFICATIONS
FOR
JOHNS PARK
DRAINAGE & SIDEWALK PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee (Cheatham County)



PART 1: GENERAL

All Items of Work, Reference Standards, Measurements and Payments, and Shop Drawings shall be in strict accordance with Plans and Specifications attached herein and made a part thereof and according to the latest version and applicable portions of the **TDOT Standard Specifications for Road and Bridge Construction (for all roadway items of work) and made a part thereof and as further detailed and specified in plans.** All questions related to the Contract Proposal, Plans or Specifications shall be directed to the City's Engineer for the Project. Information received from other persons or offices shall be strictly advisory.

(Specification Referenced Herein, may be obtained online at no cost or purchased in hard copy from TDOT by the bidding and awarded contractor)

Construction Plans

(attached and dated March 6, 2026)

State of Tennessee

42/151 14771268

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
LONG BRANCH CONSTRUCTION, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 76296
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2027
\$3,000,000; HC; HRA; MU-A; MU-C; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
INSPECTIONREPORTSONLINE.net INC.
2300 Cabot Drive
Suite 250
Lisle, IL 6053255

Ashland City Fire Department
402 N Main St
Ashland City, TN 37015

Re: “The Compliance Engine”

Dear **Ashland City Fire Department:**

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter provides the basic terms by which Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively, “Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, **Ashland City Fire Department** (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as **Exhibit A**. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 180 days’ written notice to each of Brycer and BAGLP.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer and BAGLP Responsibilities:** During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- **Availability.** Brycer shall make the Solution available to Client as set forth on **Exhibit B**. The maintenance schedule and minimum service levels for the Solution are set forth on **Exhibit B**.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.

- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
 - **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
 - **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
 - **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
 - **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
 - **Advisory Services.** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:
- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
 - **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
 - **Information.** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.
 - **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.

- **Third-Party Reports.** Client will require all compliant and deficient test results to be submitted.
- **Compliance.** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- **Collaboration.** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: _____

Its: _____

Brycer Advisory Group, L.P.

By: _____

Its: _____

InspectionReportsOnline.net Inc.

By: _____

Its: _____

Acknowledged and Agreed:

[Ashland City Fire Department]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively "Brycer") and Brycer Advisory Group, L.P. ("BAGLP"), on the one hand, and Client, on the other hand (the "Agreement"). As used in these Terms and Conditions, "Brycer" means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the "Work Product") in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
5. **Use of Logos.** During the term of the Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
6. **Confidential Information.** Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
8. **Disclaimer.** All information, as well as all conclusions as to the condition of any testing site, entered into Brycer's database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

9. **LIMITATION ON DAMAGES.** BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable

attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile

and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.
22. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.