



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

April 07, 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

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of the March 3, 2026, Regularly Scheduled Workshop Meeting.

PUBLIC FORUM

REPORTS

2. Attorney: Jennifer Noe
3. Chief of Staff/Codes Director: Allen Nicholson
4. City Recorder: Mary Molepske
5. Court Department: Cynthia Hollingsworth
6. Finance Department: Will Duffel
7. Fire Department: Chief Walker
8. Human Resources Department: Violet Black
9. Parks Advisory Board Report: Michael Smith
10. Parks Department: Anthony Clark
11. Police Department: Chief Ray
12. Public Works Department: Clint Biggers
13. Technology Department: Justin Wheeler
14. Thrive 55+ Department: Tammany Carter

UNFINISHED BUSINESS

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

NEW BUSINESS

17. Resolution 2026-27 Permission to apply for the THSO (Tennessee Highway Safety Office) Grant
18. Award the 2026 Paving Bid

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 Workshop Meeting
March 03, 2026, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

Mayor Greer (Via Zoom)
Councilman Tim Adkins
Councilwoman Binkley
Vice Mayor Chris Kerrigan
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the agenda with changes, adding Resolution 2026-23 under other. All approved by voice vote.

APPROVAL OF MINUTES

1. Approval of February 3, 2026, Regularly Scheduled Workshop Minutes
A motion was made By Councilman Thompson, Seconded by Councilman Young, to approve the February 3, 2026, minutes. All approved by voice vote.

PUBLIC FORUM

None

REPORTS

2. Attorney: Jennifer Noe:
Ms. Noe stated for the record that we are allowed to have a council member appear remotely. The council approved it and it was through legislature that allowed each council member to appear remote 2 times per year. Mayor Greer had surgery which made this a special circumstance.
3. Chief of Staff/Codes Director: Allen Nicholson:
Mr. Nicholson reported that in February the department completed 21 inspections, issued 5 permits, and currently has 55 open and pending cases, with \$39,913.79 in revenue collected since July. The BZA denied a Main Street variance request regarding trailers and mobile homes. He also noted meetings related to the warming shelter closing, assistance with finance reimbursements, ongoing work on the Bicentennial Trail project, and receipt of updated plans for Monell's. Mr. Nicholson also recognized Town employees and department heads for their behind-the-scenes work and stated that the Town has outstanding staff.
4. City Recorder: Mary Molepske
Ms. Molepske gave the report for February, highlighting that minutes, contracts, resolutions, and ordinances have been uploaded and properly filed. The mowing bid was awarded, and the paving bid has been completed and published. She also worked with Allen Nicholson, Jennifer Noe, and various department heads on several items. Public records requests have been completed, and she explained why meeting videos can no longer be directly linked to the town's webpage.

5. Court Department: Cynthia Hollingsworth
Ms. Hollingsworth advised we completed regular court operations, which included docket maintenance, report preparation, assisting the public, answering phones, processing payments, and working on expungements. Staff also prepared for this week's court session and coordinated setup for both the English and Spanish traffic school programs.
6. Finance Department: Will Duffel
Mr. Duffel reported that February marks the 8th month of the fiscal year, with the Town approximately 67% through the budget cycle. Property tax collections closed at 98.7%, while revenues are at 53% of budget and operating expenses at 52%. Sales tax revenue is currently behind projections, though department heads were commended for limiting spending. He also noted Project Clarity, which has mapped all access points for water applications.
7. Fire Department: Chief Walker
Chief Walker reported that February was a busy month, with 109 calls for service, several grass and brush fires, and the implementation of a new records management report system. Recruit Class 25-1 completed fire training and will begin state certification testing. The department also met with the Police Department and Motorola regarding new radios, recertified five CPR instructors, installed seven smoke detectors and two child car seats, recovered a 30-foot houseboat from the Cumberland River, and held a ribbon cutting for the new Narcan station at Station 1.
8. Human Resource Department: Violet Black
Ms. Black reported that she is working with PEP (the Town's insurance provider) on property damage claims and two workers' compensation claims. A meeting is scheduled next week to review insurance coverage for property liability and workers' compensation to ensure the Town is receiving the best rates. She is also working on the updated policy manual, with the first draft sent to the Mayor, Allen, and Jennifer, and noted that the grievance policy is on the agenda for consideration. Additionally, she worked on several personnel matters and attended an HR training class.
9. Parks Board Report: Michael Smith
Councilman and Parks Advisory Board Chairman Michael Smith reported that the Board held its first meeting of the year in February and finalized the annual event schedule, which has been posted on the Town website. The Board also discussed whether to remain a Parks Advisory Board or return to an events Committee and voted to remain a board. Questions regarding procedures and board structure have been forwarded to City Attorney Jennifer Noe, and the matter may be placed on next month's agenda for further discussion with the Council.
10. Parks Department: Anthony Clark
Mr. Clark reported that Summerfest and Farmer's Market applications went live in February and are being submitted steadily. The mowing bid was awarded, and Gavin and Derek attended a maintenance class last month. Projects completed include installing a protective fence cap at Johns Park, a new tennis net, and new totes for the Farmer's Market. Meetings were held with city staff, the Corps of Engineers, and property owners regarding the collapsed bridge on Eagle Pass Trail, with efforts ongoing to reopen the section. Mr. Clark also attended a tourism meeting chaired by Commissioner Ezzell, which provided informative answers to several questions. The Dave Milner Marathon is scheduled for this Saturday, starting and ending at Riverbluff Park and should end by noon. Spring sports have started and all park events will be starting this month.
11. Police Department: Chief Ray
Chief Ray reported that the department handled 1,187 calls in the month and conducted several saturation patrols. LPR cameras have helped solve cases quickly, though a few are still offline and expected to be fully operational by March 16th. One officer was terminated but quickly replaced with a certified returning officer, and another officer resigned. The department also held a meeting with Motorola regarding new radios.

12. Public Works Department: Clint Biggers - **ABSENT**

13. Technology Department: Justin Wheeler

Mr. Wheeler reported that the LPR camera issues are due to Motorola, not the City. The department is working on transitioning live streams to YouTube, though no timeline has been set. Efforts continue for the Cybersecurity Grant. Additionally, he set up a new laptop for the Courts Department, two new iPads for the Wastewater Department, and a new desktop for the Codes Department.

14. Thrive 55+ Department: Tammany Carter

Ms. Carter reported that in February the center served 1,313 members and 214 meals, noting a decrease from January and last February. The center also operated as a warming shelter during the ice storm, with an inventory submitted for reimbursement. She plans to use \$12,000 in remaining grant funds for bathroom painting, rubber chair rails, and ceiling fans, and has set up the March geriatric meeting, created the newsletter and calendar, and scheduled an April 9th trip to Cheekwood. Ms. Carter is also participating in a six-month mentorship program to enhance her role. I reserved the Farmer's Market pavilion for the annual Senior Picnic on May 15th.

UNFINISHED BUSINESS

15. None

NEW BUSINESS

16. Discussion: Local Government Representatives

Town officials discussed transitioning from Tyler Technologies to Local Government Corporation due to ongoing system issues, support delays, and costly training. Local Government representatives presented implementation costs, explained limited data migration options, confirmed existing servers may be usable, and stated they would work with staff to map out the transition process and timeline. Jennifer Noe advised if the board wanted to move forward, we would need a motion and a second and vote next week.

17. Resolution 2026-15: Amending the Charitable Donation Policy

Mr. Duffel stated the item was to amend a question on the application. **Ms. Molepske** explained there was an error stating applicants should stop if the answer was no, when it should have read yes to indicate ineligibility. She also noted the form was updated so requests go directly to Mr. Duffel for review, and a line was added to include the amount of the donation being requested.

18. Contract: Kellie Reed Budget Prep

Mr. Duffel advised that this is a consulting agreement to assist with any questions that may arise during the budget process. As this will be my first time putting the budget together, we want to ensure the process runs smoothly and that the presentation remains consistent with how it has been done in previous years.

19. Request for fielding quotes for the year end audit FY 2026

Mr. Duffel stated this item is to ask permission to request quotes from companies that will perform the year end audit for the year 2026.

20. Ordinance 645: Fire - Insurance Reimbursement, Training Grounds, & VFEAT Grant

Mr. Duffel stated this ordinance is for a grant that the fire department applied for in the amount of \$ 35,136.00 (thirty-five thousand one hundred and thirty-six dollars) for volunteer firefighters, PPE, hose, extrication gear and several other items.

21. Ordinance 646: Senior Center - Additional Grant Awarded from Department of Disability and Aging
Mr. Duffel stated this ordinance is for a grant that the fire senior center applied for and was awarded an additional amount of \$8,000.00 (eight thousand dollars) and we are going to recognize half in the current budget and half in next year's budget.
22. Resolution 2026-16: AARP Community Challenge Grant
Mr. Nicholson stated he was working with the grant writing service and with Anthony Clark, the parks director, to apply for this grant in the amount of \$ 20,000.00 (twenty thousand dollars) and we would like to allocate the money to John's Park. This is a no match grant.
23. Resolution 2026-17: Healthy Built Environment Grant
Mr. Nicholson stated he was working with the grant writing service and with Anthony Clark, the parks director, to apply for this grant in the amount of \$ 50,000.00 (fifty thousand dollars) and we would like to allocate the money to John's Park. This is a no match grant.
24. Resolution 2026-18: T-Mobile Hometown Grant
Mr. Nicholson stated he was working with the grant writing service and with Anthony Clark, the parks director, to apply for this grant in the amount of \$ 50,000.00 (fifty thousand dollars) and we would like to allocate the money to John's Park. This is a no match grant.
25. Resolution 2026-20: Authorizing Check Signers
Mr. Nicholson stated we would like to add Alicia Martin back on a check signer to be sure that we have enough staff available to sign checks when people are off.
26. Resolution 2026-19: GNRC Application for Grant Money Contract Renewal
Ms. Carter stated this is for the annual GNRC grant for the money that we receive. We have to fill out the RFP every 4 (four) years.
27. Contract: Fireworks for Summerfest 2026
Mr. Clark collected 2 proposals for Fireworks for Summerfest 2026. They are from Impact Pyro and Pyro Shows and we have used both in the past and both were great to work with so it will just come down to what you want and the cost. He asked for 3 different price points for shows. Since this is the 30th year we have had Summerfest we could do a little longer show if there was a little extra money in the budget. He recommends choosing the 20-minute show from one of the proposals for almost the same cost as the 15-minute show from the other.
28. Discussion: Employee Manual Updates - Grievance and Appeal Procedures
Ms. Black stated that she is currently updating the Grievance and Appeal policies, which are under review. She explained that the current policies are shown in red, with the updated wording provided on the reverse side. The most significant change addresses the appeal process for employees who are suspended or terminated. Under the current policy, if an employee is dissatisfied with the mayor's decision, they may appeal directly to the Council. The proposed change reflects the belief that, since the mayor is responsible for the day-to-day operations of the Town, the Mayor should have the authority to make the final decision regarding employment status of the hourly employees. Department heads, however, would still be required to bring such matters before the Council for the final decision. This policy would apply to all departments except the City Administrator and City Recorder, as those positions are appointed by the Council rather than solely by the mayor. Ms. Black also raised the question of whether the mayor would still be able to vote if the matter came before the Council after the Mayor had already decided. According to the City Attorney, the Mayor would still have the right to vote.
29. Resolution 2026-21: Grant Amendment one for Contract Z26THSO11
Chief Ray advised due to the Ice/Snowstorm the governor asked all departments to cut 20%, so the THSO (Tennessee Highway Safety Office) cut everyone 20% on the ground. This is the amendment reducing 20% off the money we receive.

30. Resolution 2026-22: Change order for CSR Engineering
Mr. Nicholson advised that we choose CSR Engineering to handle Phase 2 of the Bicentennial Trail project. TDEC advised that the Lennox Branch Section of the project where we have to cross will need a streamside salamander survey because they are an endangered species. This will be \$ 8,000.00 (eight thousand dollars). It is already in the budget, but we must notify the council of the change according to the purchasing policy.

SURPLUS PROPERTY NOMINATIONS

31. None

EXPENDITURE REQUESTS

32. None

OTHER

33. Resolution 2026-23: Comptroller Financial Excellence Award

Mr. Duffel advised this resolution is to ask permission to apply for the Comptroller Financial Excellence Award. Mr. Mumpauer's office emailed this yesterday and notified the Town of Ashland City is eligible to apply for this award. This was added at short notice for that reason. The metrics they are looking at are cash percentage of expenditures, Current Liability as percent of cash, and General Government debt as percent of assessed value on the General Fund. Ashland City meets all the thresholds to apply.

ADJOURNMENT

A motion was made by Councilman Thompson, seconded by Councilman Young, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:45 PM.

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: _____

BID PACKET SIGN OUT SHEET

| | |
|---|--|
| COMPANY NAME: Nickell Contracting | REPRESENTATIVE NAME: Todd Hopenstedt |
| PHONE NUMBER: 331-454-6484 | EMAIL ADDRESS: toddh@d.nickell.com |

| | |
|---|--|
| COMPANY NAME: Carver Construction Company | REPRESENTATIVE NAME: Rose England |
| PHONE NUMBER: 973-229-7402 / 931-263-0599 | EMAIL ADDRESS: REGLAND@CARVERPAVINGCOMPANY.COM |

| | |
|--|--|
| COMPANY NAME: Rogers Group Inc | REPRESENTATIVE NAME: Tyler Norris |
| PHONE NUMBER: 615 206-6813 | EMAIL ADDRESS: tyler.norris@rogersgroupinc.com |

| | |
|--------------------------------------|---|
| COMPANY NAME: JONES BROS | REPRESENTATIVE NAME: JACOB LUND |
| PHONE NUMBER: 931-434-1476 | EMAIL ADDRESS: JLUND@JONESBROS.CONT.COM |

| | |
|---|--|
| COMPANY NAME: TENN. VALLEY PAVING CO. | REPRESENTATIVE NAME: DAN EUBANK |
| PHONE NUMBER: 615-394-2686 | EMAIL ADDRESS: fairviewasphaltebellsouth.net |

BID PACKET SIGN OUT SHEET

| | |
|---|--|
| COMPANY NAME: <i>Four Star Paving</i> | REPRESENTATIVE NAME: <i>ZACH WRIGHT</i> |
| PHONE NUMBER: <i>615 405-0334</i> | EMAIL ADDRESS: <i>zwright@fourstarpaving.com</i> |

| | |
|--|--|
| COMPANY NAME: <i>Sessions Paving Company</i> | REPRESENTATIVE NAME: <i>Robert Hutcheson</i> |
| PHONE NUMBER: <i>615-356-0600</i> | EMAIL ADDRESS: <i>rnhutcheson@sessionspaving.com</i> |

| | |
|---|--|
| COMPANY NAME: <i>Byrne and Jones Construction</i> | REPRESENTATIVE NAME: <i>Andru Davis</i> |
| PHONE NUMBER: <i>615-393-9928</i> | EMAIL ADDRESS: <i>adavis@byrneandjones.com</i> |

| | |
|--|---|
| COMPANY NAME: <i>Vulcan Construction Materials</i> | REPRESENTATIVE NAME: <i>Jack Edwards / Thomas Boals</i> |
| PHONE NUMBER: <i>(615) 571-9908</i> | EMAIL ADDRESS: <i>boalst@vmcmail.com</i> |

| | |
|----------------------|-----------------------------|
| COMPANY NAME: | REPRESENTATIVE NAME: |
| PHONE NUMBER: | EMAIL ADDRESS: |

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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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

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

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:

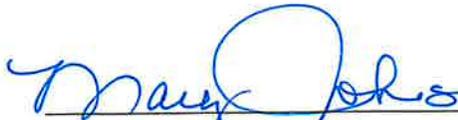
4. That the affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code Annotated.

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

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:** *Rosemary England*
- **Date:** 03/19/2026

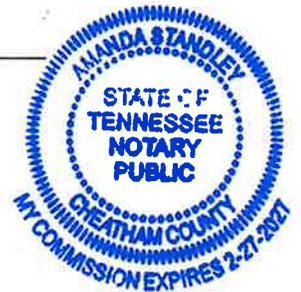
STATE OF Tennessee

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

➤ *Amanda Standley*
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

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Town of Ashland City

Mary Molepske, City Recorder

ROAD PAVEMENT AND RESURFACING BID

➤ **DESCRIPTION OF WORK**

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➤ **WORKING SCHEDULE**

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➤ **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.



[Handwritten Signature]

AFFIANT

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



[Handwritten 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

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



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

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CONTRACT DOCUMENTS

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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

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 DiBartolo*
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.



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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 Eubanks*

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

ROAD PAVEMENT AND RESURFACING BID



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]
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.

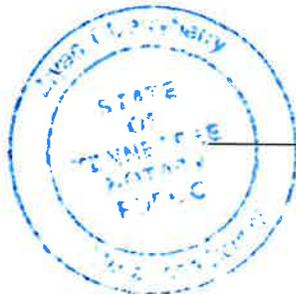
Further Affiant saith not.





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.

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.

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- **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

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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 CANTON 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.

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- 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.

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- 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

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- **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.
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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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 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).

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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, _____
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 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.

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- 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.

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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

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ROAD PAVEMENT AND RESURFACING BID

| | |
|--|--|
| | |
|--|--|

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.

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

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) Andrea Davis
- > Title: Project Manager
- > Signature: Andrea Davis
- > Date: 3/18/2026

STATE OF Tennessee

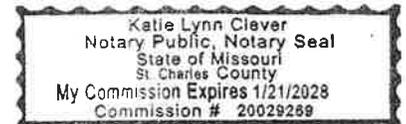
COUNTY OF Williamson County

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Andrea 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 | 2027

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

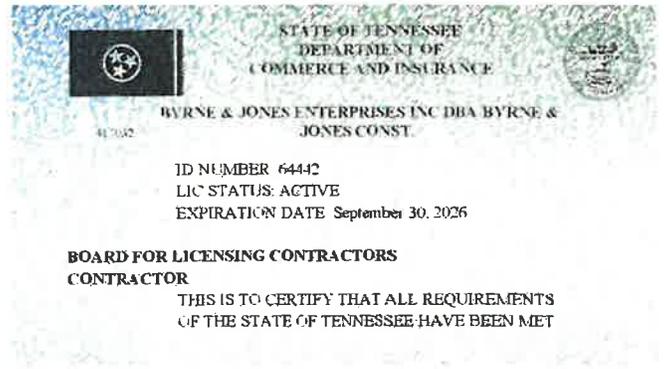
It is the general policy of the Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP) who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either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



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 |
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