

**RESOLUTION 14-44**

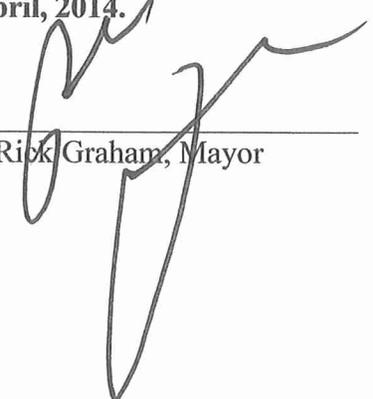
**A RESOLUTION TO AUTHORIZE CONTRACT FOR 2014-2015 ANNUAL ASPHALT PAVING PROJECTS**

**WHEREAS**, to better serve the citizens of Spring Hill, the City advertised and accepted proposals for various road improvements on April 10, 2014; and

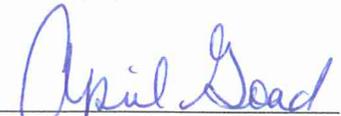
**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill authorizes awarding the annual paving contract to Tennessee Valley Paving.

**BE IT FURTHER RESOLVED** that funding for 2014 paving projects to be drawn from State Street Aid and General Fund Streets, as approved by the Board of Mayor and Aldermen, as recommended by the Budget and Finance Advisory Committee.

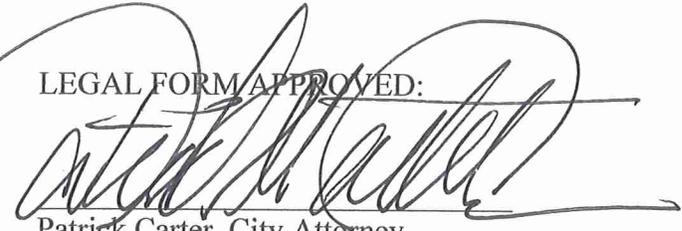
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21<sup>st</sup> day of April, 2014.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

# City of Spring Hill Annual Paving Bid Tabulation - April 10, 2014

	Units	Lojac Enterprises	Rogers Group	Sessions Paving	TN Valley Paving	Watkins Trucking
Section III - Item #1 - 307-BM Binder Mix	Ton	\$84.00	\$77.00	\$83.25	\$71.00	\$80.50
Section III - Item #2 - 411-D Surface Mix	Ton	\$102.50	\$92.00	\$106.00	\$80.00	\$95.60
Section III - Item #3 - 411-E Surface Mix	Ton	\$91.85	\$81.00	\$93.65	\$79.00	\$82.25
Section III - Item #4 - Extruded Curb and Gutter	LF	\$25.00	\$5.00	\$15.00	\$5.00	\$35.00
Section III - Item #5 - Crack Sealant	LB	\$2.00	\$4.00	\$8.00	\$5.00	\$2.50
Section III - Item #6 - Adjust Sewer Structures	EA	\$250.00	\$300.00	\$265.00	\$300.00	\$300.00
Section III - Item #7 - Adjust Water Valve	EA	\$200.00	\$100.00	\$215.00	\$300.00	\$50.00
Section III - Item #8 - Adjust Storm Structure	EA	\$250.00	\$500.00	\$285.00	\$300.00	\$500.00
Section IV - Item #1 - Asphalt Cold Planing	SY	\$3.25	\$1.75	\$2.45	\$4.70	\$2.50
Section IV - Item #2 - Asphalt Undercut	SY	\$17.00	\$5.00	\$7.00	\$8.00	\$10.00

\*Denotes Lowest Bid Price

\*\*Fourstar Paving and Wright Paving submitted incomplete bids which were not allowed for consideration.

ADDENDUM NO. ONE (1)

CITY OF SPRING HILL, TENNESSEE  
2014 ANNUAL ASPHALT PAVING RFP

**BID DATE:** Thursday, April 10, 2014 at 2:00 P. M. Local Time

**BID OPENING:** City of Spring Hill  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

Acknowledge receipt of this ADDENDUM ONE (1) in the space provided on the BID FORM.

The attention of the plan holders is directed to the following changes in the Contract Documents , Specifications , and/or plans and shall be acknowledged in the space provided for Addendum receipts located on the bid form:

SECTION III – ASPHALT PAVING PRICE QUOTATION (New Items Added to Section)

6. Adjust Sewer Structures to asphalt topping layer, Quantity: Variable, Unit Price - \$ 300<sup>00</sup> EA  
\*Adjustments shall be made in accordance with all applicable City of Spring regulations.
7. Adjust Water Valve to asphalt topping layer, Quantity: Variable, Unit Price - \$ 300<sup>00</sup> EA  
\*Adjustments shall be made in accordance with all applicable City of Spring regulations.
8. Adjust Storm Structures to asphalt topping layer, Quantity: Variable, Unit Price - \$ 300<sup>00</sup> EA  
\*Adjustments shall be made in accordance with all applicable City of Spring regulations.

END OF ADDENDUM ONE

April 2<sup>nd</sup>, 2014

Daniel Allen, P.E.  
Utilities Director



## LEGAL NOTICE

### INVITATION TO SUBMIT QUOTATIONS

The City of Spring Hill will accept quotations for the annual asphalt paving for the Street Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **2:00 p.m. (CST), Thursday, April 10, 2014** at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Spring Hill City Hall during regular business hours or [www.springhilltn.org](http://www.springhilltn.org). Quotations should be mailed or hand delivered to:

April Goad, City Recorder  
City of Spring Hill  
**Sealed Bid Annual Asphalt Paving / April 10, 2014 @ 2:00 p.m.**  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

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## SECTION I - GENERAL INFORMATION

A. The City of Spring Hill desires to contract for asphalt paving requirements for the Public Works Department.

Spring Hill City Hall location:  
199 City Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Questions should be directed to Jeff Foster (931) 486-1265,

E-mail: [jfoster@springhilltn.org](mailto:jfoster@springhilltn.org)

- B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. Bids may not be withdrawn after scheduled closing time for a 90 day period.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. All forms shall be completed and included as an integral part of each bidder's proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The City is a tax exempt organization.
- G. Mail is delivered after 4:00 p.m. Monday through Friday.
- H. The City reserves the right to issue work orders of the roadway paving projects as they deem necessary to comply with their priority list and budgetary restraints. The roadway listings are a list of roads which need repaired but are not necessarily the roads that will be paved under this bid proposal. An increase, decrease, and/or changing of the list may be implemented by the city at their discretion.
- I. The bids will be reviewed from both Sections III & IV and may be awarded combined or separately based on cost in which the sections may be awarded to different contractors.

## **SECTION II - ASPHALT PAVING AND COLD PLANING REOUIREMENTS**

Scope: The work covered by this item shall consist of the repaving, crack sealing, and cold planing of existing streets. Surface preparation work will be covered in each section. The City will authorize preparation work in advance by Jeff Foster, Public Works Director. The listed quantities and roadway list are estimates of work that may or may not be performed. The actual amount of work to be performed will be based on the annual budgetary constraints of the City.

The City will provide a list of proposed streets to be paved (see page 8) and reserves the right to amend the list, increase or decrease the list based on the city's desire. The City will be limited to the amount of paving by budgetary restraints. The City requires the contractor to start and continuously (normal Monday through Friday standard business hours) work the finalized list until completed. The list is subject to change upon notification from the City. Any changes in the scope of work will be rescheduled. After completion of the list the City requires the contractor to return within 2 weeks to perform any additional work from the city's list that may remain to be performed. If the contractor is unable to comply with these conditions this would breach the contract.

1. The price quoted for asphalt concrete surface, asphalt binder, cold planning, and crack sealing material shall include all materials, equipment, labor, and all other items incidental to the placement and compaction of the said materials. Placement operations shall be as directed by the designated official of the City of Spring Hill and shall include patching and repair of designated areas. This price shall include all surface preparation by grading to achieve proper drainage, all cleaning placement of shoulder stone where instructed by the City, furnishing and placing tack coat and disposal of excess materials.

The contractor will be responsible for furnishing all crushed stone for shoulders disturbed by paving, adjust all manholes, inlets and other castings as necessary for the work to be performed at no additional cost to the project's unit cost.

2. No bidder may withdraw a bid for a period of ninety (90) days after bids have been opened.
3. The right is reserved to reject any and all bids and to waive all technicalities in doing so.
4. Bidding will be in accordance with the Tennessee General Contractor's License Law. Bidders on construction to the amount of \$25,000.00 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. Bidder's name and license number must be placed on the envelope containing his proposal, otherwise the bid will not be opened.
5. ERROR IN BID - in case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
6. INSPECTION - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable, but impose no liability on the City of Spring Hill or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards in accordance with these specifications, TDOT specifications, or industry practices.

In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.

All mixes will require job mix formula per TDOT specifications. Trucks may be pulled and weighed at random and mixes will be tested.

7. SPECIFICATIONS - it is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
8. Quantities of pavement and other work may vary and will be determined by the City.
9. COMPENSATION INSURANCE - The contractor shall maintain during the life of this contract workman's compensation insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensations insurance.
10. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE - The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance will be as follows and will name the City as an additional insured.
  - A. Public Liability insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - B. Property damage insurance in an amount not less than \$1,000,000.00 for any one damage claim, and in an aggregate amount up to \$2,000,000.00 during a period of twelve months.
11. PROOF OF INSURANCE - The contractor shall furnish the City with satisfactory proof for the insurance required.
12. PERFORMANCE AND OTHER BONDS - CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the CITY.
13. TERM - The term shall be for 12 months from the date of contract execution. Upon mutual agreement of both parties the bid quotes may be renewed annually by the City of Spring Hill for a maximum of two 12 month periods.

#### 14. ADJUSTMENTS TO CONTRACT UNIT PRICES

##### This Special Provision Covers The Method Of Price Adjustment For Bituminous Materials.

The normal bid items in the contract covering the bituminous material shall remain the same, but the contract unit bid prices for these items will be adjusted to compensate for increases and decreases in the contractor's bituminous material cost in the following manner:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is \$ 556.00 per ton for March 2014.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. The "Monthly Bituminous Adjustment Factor" is the difference (+/-) between the "Basic Bituminous Material Index" and the "Monthly Bituminous Material Index".

The "Monthly Bituminous Adjustment Factor" shall be applied to the contract unit price bid provided the increase or decrease differs 5% or more from the "Basic Bituminous Material Index". The Public Works Director reserves the right to alter the quantities of material or modify the design mix if the change in prices warrants material or design substitution.

The adjustment will be calculated in accordance with the following formula only when the percent change of price indexes is five or greater:

$$PA = [Ic - Ib] \times T$$

Where,

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- T = Tons bituminous material for Adjustment Month

Price adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

The quantity of virgin asphalt cement in tons subject to price adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material used in each mix. No price adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the specifications.

The price adjustment for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be calculated as follows when the percent change in price indexes is five or greater:

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where,

PA = Price Adjustment for Adjustment Month  
Ib = Basic Bituminous Material Index  
Ic = Monthly Bituminous Material Index  
BA = Percent asphalt specified for bidding purposes  
RA = Percent asphalt obtained from recycled asphaltic material used in each mix  
Tm = Tons asphalt mix for adjustment month

The above procedure for calculating price adjustments for recycled mixes is also applicable to mixes consisting of one hundred percent virgin material when the asphalt cement is not a separate bid item and the asphalt content in each mix is established for bidding purposes. A totally virgin mix is a special case in which the percent of asphalt obtained from recycled asphaltic material is zero (i.e., RA = 0).

**The maximum allowable of recycled materials is 0%.**

16. SPRING HILL BUSINESS LICENSE - Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. A new business license is \$20.00. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

- (a) Persons with no established place of business in this state.
- (b) Contractors with taxable receipts of \$50,000 and out of state contractors.

## 2014 PROPOSED PAVING LIST

<i>Road Name</i>	<i>Description</i>	<i>Milling Required</i>	<i>Width (feet)</i>	<i>Length (feet)</i>
Wall Street	Intersection at Nasdaq to end of Wall St.	no	40	1,800
New Port Royal	From Duplex Rd to first curve	yes	24	2,800
Buckner Lane	From Buckner Rd. to Thompson Station	no	24	4,050
Buckner Road	Newport Crossing to Buckner Lane	no	24	4,000
Paddy Trace		no	24	1,900
Lancaster Drive		no	20	3,000
Chester Ave		no	20	1,650
Alexander Blvd		no	20	1,260
Old Military Road		no	20	1,500
Maury Hill Road		no	20	1,950
Mitchum Road		no	22	3,900
Port Royal Business Park		no	24	4,850
Tom Lunn Road		no	20	5,860

\*All Asphalt final topping material to be 411-E Surface Mix with leveling course and binder mix to be 307-BM.

**SECTION III - ASPHALT PAVING PRICE QUOTATION**

Bid shall be for furnishing and installing asphalt concrete surface and binder (hot mix) in accordance with the attached conditions:

**BID ITEM:**

Asphalt concrete surface (hot mix) materials and placement shall be in accordance with Tennessee Department of Transportation standard specifications for road and bridge construction, March 1, 2006, and as amended.

	<u>DESCRIPTION</u>	<u>ANNUAL ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>
1.	307-BM BINDER Mix (Includes Preparation and 0.30 Gallon/Square Yard Prime Coat)	1,500 Tons	\$ <u>71.<sup>00</sup></u> Ton
2.	<del>XX</del> 411-D SURFACE MIX (Includes Preparation and 0.25 Gallon/Square Yard Tack Coat)	<u>Variable</u>	\$ <u>80.<sup>00</sup></u> Ton
3.	<del>XX</del> 411-E SURFACE MIX (Includes Preparation and 0.25 Gallon/Square Yard Tack Coat)	8,500 Tons	\$ <u>79.<sup>00</sup></u> Ton
4.	8" Extruded Concrete Curb (per detail as shown in City of Spring Hill, TN Subdivision Regulations)	<u>Variable</u>	\$ <u>5.<sup>00</sup></u> LF *
5.	Crack Sealant (Includes Preparation) ( <i>optional</i> )	<u>Variable</u>	\$ <u>5.<sup>00</sup></u> Pound *

\* MINIMUM JOB CHARGE \$ 2,500.00

~~XX~~ SHOULDER STONE IS NOT INCLUDED.

**FILLING CRACKS IN FLEXIBLE PAVEMENT**

**Description.** This work shall consist of cleaning and filling existing longitudinal and transverse cracks having a width of 3/16 inch or greater in flexible pavements and shoulders. Work shall be in accordance with TDOT standard specifications dated March 1, 2006 and revised January 1, 2008.

**Method of Application.** All cracks shall be thoroughly cleaned with high pressure, dry compressed air removing all vegetation, debris, moisture and foreign materials, as directed by Jeff Foster. The sealant shall be applied to the crack with a pressure feed wand system immediately after cleaning at a temperature within the range recommended by the Manufacturer of the sealant. The sealant shall be applied using the flush fill method. The crack shall be filled level with the asphalt surface. Immediately after placement of the sealant, a v-shaped rubber squeegee shall be use to level all excess material above the asphalt surface. Any sealant above the asphalt surface must be feathered out as directed by the City. The crack filling will only be allowed when both the air and pavement temperatures are within the tolerances recommended by the Manufacturer of the material.

**Materials.** The sealant shall be a **Hot-Poured Elastic Type Joint Sealer, Type II** conforming to the requirements of ASTM D6690 with the following exceptions. The sealant shall be listed on the TDOT's Qualified Products List 5. Section C. Hot Pour Joint Sealers.

**The specification limits for sealant shall be as follows:**

**TEST**

Cone Penetration (ASTM D5329)  
Resilience (ASTM D5329)  
Softening Point (ASTM D36)  
Ductility, 77F (25C) (ASTM D113)  
Flexibility (ASTM D3111 Modified)  
Flow 140°F (60°C) (ASTM D5329)  
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)  
Asphalt Compatibility (ASTM D5329)  
Bitumen Content (ASTM D4)  
Tensile Adhesion (ASTM D5329)  
Safe Heating Temperature  
Recommended Pour Temperature

**Specification**

20-40  
30% min.  
210°F (99°C) min.  
16in (40cm) min.  
Pass at 30°F (-1°C)  
0.2in (0.5cm) max  
100 Poise max.  
Pass  
60% min  
400% min.  
As recommended by the Mfg  
As recommended by the Mfg

Storage, heating, application instructions and cautions shall be supplied with each shipment. The sealant shall be able to be reheated to application temperature at least once after the initial heat up without degradation of sealant specifications. The joint sealer shall be a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the 2 with asphalt and plasticizers and tacifiers. Ground cured rubber scrap shall not be used. The sealer shall be free of foreign materials, and when melted shall be free of lumps. The material will be kept within the temperature range recommended by the Manufacturer. The Contractor shall furnish the Public Works Director with a certified statement from the Manufacturer of the sealant showing compliance with this specification together with a certified copy of the test report.

**Equipment.** The melter-applicator shall be an oil jacketed double boiler type, equipped with an agitator and separate thermometers for both the oil bath and the melting vat. All equipment necessary for the satisfactory performance of this operation shall be on the job and approved by the Public Works Director before work will be permitted to begin.

**Traffic Control.** All traffic control shall be in accordance with the **Manual on Uniform Traffic Control Devices (MUTCD)**.

**Performance.** The Contractor shall repair/replace any crack sealant that fails to bond to the existing pavement within one year of initial placement. All costs to repair/replace the sealant shall be borne by the contractor.

**Method of Measurement.** Sealant for random cracks will be measured by the pound. At the beginning of each work day, the Public Works Director, or his appointed representative, shall document the amount of material in the heater-melter unit and log all additional material added during the day and measure the amount of material remaining in the heater melter at the end of each day to determine the total poundage used.

**Basis of Payment.** Payment for Crack Sealant, by the pound, shall be full compensation for the sealant in place, including cleaning of cracks and all incidentals of the work.

**SECTION IV - COLD PLANING REQUIREMENTS AND PRICE QUOTATION**

Bid shall be for furnishing and installing asphalt concrete surface and binder (hot mix) in accordance with the attached conditions:

**BID ITEM:**

Asphalt concrete surface (hot mix) materials and placement shall be in accordance with Tennessee Department of Transportation standard specifications for road and bridge construction, March 1, 2006, and as amended.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>
1. ASPHALT COLD PLANING PER SQUARE YARD 0-1.5"	<u>8,000 SQ YDS</u>	\$ <u>4.<sup>70</sup></u> SQ YD
2. ASPHALT UNDERCUT 4", REMOVE AND DISPOSE	<u>3,000 SQ YDS</u>	\$ <u>8.<sup>00</sup></u> SQ YD

\*The City of Spring Hill desires to keep all millings for their own use. Contractor shall coordinate location of stockpile for disposal with the Public Works Director. The stockpile shall be located at the City's Wastewater Treatment Plant site.

In compliance with the conditions stated above and attached specifications and conditions, the undersigned offers, and agrees, if this bid is accepted within 90 days from opening date, to furnish and install all items at the prices set above. This agreement will be effective for 12 months from the date of the contract execution.

OWNER CITY OF SPRING HILL  
By: [Signature]  
Mayor  
Attest: [Signature]  
City Clerk

CONTRACTOR TENN. VALLEY PAVING CO., INC  
By: [Signature]  
Attest: Melanie Melton

Address for giving notices  
P.O. Box 789  
Spring Hill, TN 37174

Address for giving notices  
135 OLD CARTERS CREEK PIKE  
FRANKLIN, TN 37064  
Agent for service to process:

License No. 643T

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

\* ADDENDUM NO. 1 RECEIVED 4-2-2014



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF WILLAMSON OF PRIME BIDDER

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

1. He/She is the principal officer for TEW Valley Paving Co., Inc.;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of ANNUAL STREET PAVING;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

  
 \_\_\_\_\_  
 AFFIANT

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of March, 2014.



Melanie Melton  
 NOTARY PUBLIC

My Commission expires: 7-22-2014

**50-9-113. State and local government construction contracts.**

- (a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
- b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
- (c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.
- (d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]



CITY OF SPRING HILL CONSTRUCTION CONTRACT  
CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

Tenn Valley Paving Co., Inc.

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Tenn Valley Paving Co. Date 3-27-14

Signature BRYAN DERRYBERM VP. Title V.P.  
Printed or typed name and title



CITY OF SPRING HILL

TITLE VI COMPLIANCE SURVEY

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY TENN VALLEY PAVING Co., Inc.

NAME OF OWNER/CONTRACTOR: CITY OF SPRING HILL

ADDRESS OF OWNER/CONTRACTOR: 135 OLD CARTER CREEK PIKE

COUNTY: WILLIAMSON

TYPE OF SERVICES PROVIDED: ASPHALT PAVING

CONTRACT: STREET PAVING ANNUAL

OWNER/CONTRACTOR  
(Race/Gender)

EMPLOYEES  
(Number in each category)

White Male	<u>✓</u>
White Female	<u>      </u>
African-American Male	<u>      </u>
African-American Female	<u>      </u>
Hispanic Male	<u>      </u>
Hispanic Female	<u>      </u>
Native American Male	<u>      </u>
Native American Female	<u>      </u>
Asian-American Male	<u>      </u>
Asian-American Female	<u>      </u>
Other Male	<u>      </u>
Other Females	<u>      </u>

White Males	<u>18</u>
White Females	<u>1</u>
African-American Males	<u>2</u>
African-American Females	<u>      </u>
Hispanic Males	<u>6</u>
Hispanic Females	<u>      </u>
Native American Males	<u>      </u>
Native American Females	<u>      </u>
Asian-American Males	<u>      </u>
Asian-American Females	<u>      </u>
Other Males	<u>      </u>
Other Females	<u>      </u>



**City of Spring Hill**  
**Assurance of Compliance Under Title VI of the Civil Rights Act of 1964**

Tenn. Valley Paving Co., Inc.  
Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. IN the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

Dated 3/27/14

  
(Applicant) JP.

Address 135 OLD CARTERS CREEK AVE  
KROVILOR TN 37064

By Tenn Valley Pav Co  
(Title of Authorized Official)

No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations.



CITY OF SPRING HILL CONSTRUCTION CONTRACT  
CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

Tenn Valley Paving Co. Inc.

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the City of Spring Hill:
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the City of Spring Hill

Contractor's Name Tenn Valley Paving Co. Date 3/27/14

Signature [Signature] Title VP.  
Printed or typed name and title



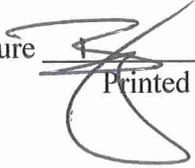
CITY OF SPRING HILL CONSTRUCTION CONTRACT  
CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

Tenn Valley Paving Co, Inc.

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name Tenn Valley Paving Co, Inc. Date 3/27/14

Signature  Bryan Derryberry VP. Title VP.  
Printed or typed name and title

**SECTION VI - SPECIFICATION COMPLIANCE**

Unless otherwise noted, all quotations for the asphalt paving, cold planing, concrete curbing and equipment rental / operator requirements for the street department shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Bidders should provide complete detail of exceptions or deviations.

<u>Section</u>	<u>Proposal Exceptions</u> <u>Brief Description</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach extra sheet if needed.

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the RFP not noted above.

Tenn. Valley Paving Co. Inc.  
COMPANY

615-794-2408  
FAX NUMBER

Bryan Darryl VA  
REPRESENTATIVE NAME & TITLE

615-794-2351  
TELEPHONE NUMBER

  
SIGNATURE

typer@bellsouth.net  
E-MAIL ADDRESS