

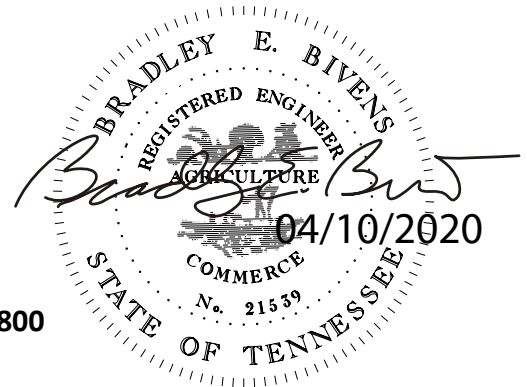
***Forest Hills, Tennessee***

**Construction Specifications  
and  
Contract Documents**

**PW 2020-02  
Street Sign Maintenance**

**April 2020  
(Fiscal Year 2019-2020)**

***Prepared By:*  
Neel-Schaffer, Inc.  
210 25<sup>th</sup> Avenue North, Suite 800  
Nashville, TN 37215**



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**Forest Hills City Government  
Mayor Lanson J. Hyde III,  
Henry Trost, Vice Mayor  
James C. Gardner, Commissioner  
Aspen Collins, City Manager**

## INVITATION TO BID

The City of Forest Hills will accept sealed bids for **Street Sign Maintenance PW 2020-02** for a one (1) year period from the effective date of contract. This Invitation to Bid is subject to the instructions, conditions, specifications, addenda, and other elements, including those incorporated by reference.

**ISSUE DATE:** April 10, 2020  
**BID TITLE:** **Street Sign Maintenance PW 2020-02**  
**CONTACT:** Brad Bivens, City Engineer of the City of Forest Hills  
**TELEPHONE:** (615) 383-8420  
**E-MAIL ADDRESS:** [brad.bivens@neel-schaffer.com](mailto:brad.bivens@neel-schaffer.com)

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**BID OPENING:** **Monday, April 27 at 10:00 A.M. CST**  
**LOCATION:** City of Forest Hills City Hall  
6300 Hillsboro Pike, Nashville, TN 37215

Copies of this solicitation may be obtained from Brad Bivens, City Engineer of the City of Forest Hills. E-mail or call Brad between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Sealed Bids must be received by the City of Forest Hills on or before **Friday, April 27 at 10:00 A.M. CST**. Bids received after that time will not be considered. Submit sealed bids through City of Forest Hills Vendor Registry at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=bb43feeb-0407-4794-836c-a1aa4278eac4>.

**SPECIFICATIONS, BID DOCUMENTS & CONTRACT DOCUMENTS  
FOR CITY OF FOREST HILLS STREET SIGN MAINTENANCE**

**Description.** Work to be performed by the Contractor shall consist of street sign maintenance and associated work in accordance with these Specifications and as directed by The City of Forest Hills. The work to be done shall consist of furnishing all materials, supplies, and equipment (unless otherwise specified); performing all labor and services incidental to or necessary for the complete maintenance of the street signs; and the maintenance of each completed portion of work until final acceptance of the entire project by the City. All job sites shall be left clean with no piles of dirt or debris.

**Scope of Work.**

This work shall consist of maintaining existing street signs, removing existing signs, installing new street signs, street sign poles, decorative sign poles, and foundations.

**Schedule of Work.** The contractor's work shall be scheduled, insofar as possible, so as not to interfere with the city's operations. All contractor operations shall be coordinated with the City before starting work.

**Method of Measurement**

**SP 1 - Steel Sign Pole (Traffic Sign).** This work shall consist of the installation of round sign pole (supplied by the Contractor) and traffic sign (supplied by the Contractor or City) as directed by the City. Cost of installation of round steel sign pole, steel pineapple finial, sign frame, mounting hardware, sign installation, break a-way coupler and foundation shall be included in the price bid. The break a-way coupler must be approved as demonstrated in the Tennessee Qualified Products List (QPL).

**SP 2 - Decorative Steel Sign Pole with Base (Stop Sign).** This work shall consist of the installation of decorative sign pole (supplied by the Contractor) and traffic sign (supplied by the Contractor or City) as directed by the City. Cost of installation of decorative post, cast steel base, steel pineapple finial, sign frame, mounting hardware, sign installation, break a-way coupler and foundation shall be included in the price bid. The break a-way coupler must be approved as demonstrated in the Qualified Products List (QPL).

**SP 3 - Decorative Steel Sign Pole with Base (Street Name Sign).** This work shall consist of the installation of decorative sign pole (supplied by the Contractor) and traffic sign (supplied by the Contractor or City) as directed by the City. Cost of installation of decorative post, cast steel base, steel pineapple finial, sign frame, mounting hardware, sign installation, break a-way coupler and foundation shall be included in the price bid. The break a-way coupler must be approved as demonstrated in the Qualified Products List (QPL).

**SP 4 - Decorative Steel Sign Pole with Base (Stop/Street Name Sign).** This work shall consist of the installation of decorative sign pole (supplied by the Contractor) and traffic sign (supplied by the Contractor or City) as directed by the City. Cost of installation of decorative post, cast steel base, steel pineapple finial, sign frame, mounting hardware, sign installation, break a-way coupler and foundation shall be included in the price bid. The break a-way coupler must be approved as demonstrated in the Qualified Products List (QPL).

**SP 5 - Sign Maintenance.** This work shall consist of maintaining and repairing existing signs on existing poles. Maintenance and repair, may include, but not be limited to the straightening, adjusting, cleaning and/or reattaching of existing signs as directed by the City Manager. Sign maintenance may also include installation of new signs on existing poles as directed by the City Manager.

**SP 6 – Sign Pole Maintenance.** This work shall consist of maintaining and repairing existing sign poles. Maintenance and repair, may include, but not be limited to the straightening, adjusting, cleaning, painting, and repouring foundations, of existing poles as directed by the City Manager.

**SP 7 - City of Forest Hills Street Name Sign.** This work shall consist of the fabrication, and installation of City of Forest Hills Street Name Signs. Cost of street name sign shall include sign, installation, and mounting hardware. Cost of the signs shall include compensation necessary to furnish, fabricate, and erect signs on their supports.

**SP 8 - Frame Only (3/4 x 3/4 x 1/8).** This work shall consist of the installation of steel frames on existing sign poles around existing signs. The cost for the work shall include the frame, installation and mounting hardware as directed by the City Manager. All frames shall be painted to match the existing hardware throughout the City of Forest Hills.

**713-13.02 - Flat Sheet Aluminum Signs (0.080” Thick).** This work shall consist of the installation of aluminum signs. Cost of the signs shall include compensation necessary to furnish, fabricate, and erect signs on their supports.

**Signs Provided by the City of Forest Hills.** The City of Forest Hill has a small inventory of new street signs and traffic signs at City Hall. Signs to be provided by the City will be identified and made available to the contractor for installation.

**Sign Sheeting.** Sign sheeting shall be High Intensity Prismatic and shall meet the requirements of section 916.06 Reflective Sheeting of the TDOT Standard Specifications and shall be approved on the TDOT Qualified Products List.

## CONSTRUCTION REQUIREMENTS

**Damage.** The Contractor is responsible for any damages during installation and removal. This includes utilities (gas, water, electric, telephone, cable, etc.), sprinkler systems, etc. The Contractor shall conduct his operation in such a manner that he does not damage the existing pavement, ground areas, trees, shrubs, guardrail, utilities, fencing, buildings or other structures. The Contractor shall not operate equipment off of the pavement during wet conditions where turf damage or ruts would occur. In the event damage occurs to any property by reason of the contractor's operations, the Contractor shall replace or repair same, at his own expense, in like kind, and as directed by the City Manager. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor.

The Contractor shall take all necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include, but is not limited to trees, shrubs, fences, mailboxes, structures, delineators, utility poles, signs, vehicles and any other property which may be damaged by the contractor's operation. Payment for work may be withheld until damaged property has been repaired or replaced. The Contractor shall respond to all claims of damage from the public within 72 hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the City up to and including termination of the contract and preclude the Contractor from performing work on future projects in the City.

**Liability Insurance.** The contractor shall take out and maintain during the life of this contract, such Public Liability (Bodily Injury and Property Damage) insurance as shall protect himself/herself, employees and any subcontractor performing work covered under this contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damage, which may arise from operation under this contract, whether such operations be by him/her or by any subcontractor, or by anyone directly or indirectly employed by either of them. The contractor's insurance shall likewise protect the Owner and save him/her harmless for acts of the contractor.

General (Comprehensive) Liability:

(1) Bodily injury or Death/Each Person	\$1,000,000
(2) Bodily injury or Death/Each Accident	\$1,000,000
(3) Property Damage-Each Accident	\$1,000,000
(4) Property Damage Aggregate	\$500,000

Workers Compensation and Employers' Liability                      Required

Proof of such insurance (certificate of insurance) shall be submitted to and approved by the City prior to the City's execution of the contract and when requested by the City. If the Contractor fails to furnish the certificate of insurance within ten (10) working days after receipt of the notice of award, or when requested, the City may, in its sole discretion, cancel the award of contract. The liability insurance policy shall be maintained for the duration of the project. The parties hereby agree that failure to maintain liability insurance shall constitute a material breach of the agreement. The Contractor shall provide the airport proof of a new policy prior to expiration of the current policy. The Contractor shall be considered in default at any time this insurance is canceled, terminated or allowed

to expire prior to completion of the contract. The Contractor shall give the City thirty (30) days written notice of his or his insurance carrier's intent to terminate the policy.

**Mobilization.** Mobilization will be included in the cost of work to be completed per lump sum.

**Staging Area.** The City does not have a staging area for the Contractor within the City. Contractor may secure staging area(s) with private and/or commercial property owners. The Contractor shall confine his operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and the contract documents. The Contractor shall not unreasonably encumber the site, at the digression of the City, with any materials, equipment or trailers, nor shall Contractor block the entrances or prevent reasonable access to the site or homeowner's driveways.

**Construction Safety – Maintenance of Traffic.** Will be included in the cost of work to be completed per lump sum. The Contractor shall follow Chapter 6 of the Manual on Uniform Traffic Control Devices (MUTCD) for all maintenance of traffic conditions. Should non-standard conditions arise, the Contractor shall provide a traffic control plan to the City.

**Utilities.** The contractor is responsible for all utility locates.

**Construction Safety – Maintenance of Traffic.** Construction Safety – Maintenance of Traffic will be included in the cost of work to be completed per lump sum.

**Basis of Payment.** The accepted quantities of work will be paid for at the contract unit prices bid.

**Bid Schedule.**

The quantities presented in the following Proposal Bid Tabulation Form may be increased or decreased at the City's discretion.

**PROPOSAL BID TABULATION FORM – BASE BID**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>PAY UNIT</b>	<b>UNIT PRICE</b>
707-15.51	Mobilization	1	L.S.	
712-01	Traffic Control	1	L.S.	
713-13.02	Flat Sheet Aluminum Signs (0.080" Thick)	54	S.F.	
SP 1	Steel Sign Pole (Traffic Sign)	10	EACH	
SP 2	Decorative Steel Pole with Base (Stop Sign)	2	EACH	
SP 5	Sign Maintenance	2	EACH	
SP 6	Pole Maintenance	2	EACH	
SP 7	City of Forest Hills Street Name Sign	6	EACH	
SP 8	Frame Only (3/4 x 3/4 x 1/8)	6	EACH	
<b>TOTAL BASE BID</b> _____				<b>DOLLARS</b>

**BIDDER/CONTRACTOR**

**Name of Company:** \_\_\_\_\_

**Tennessee Contractors License Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Signed, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACT FOR  
PW 2020-02 STREET SIGN MAINTENANCE**

This Contract For PW 2020-02 SIGN MAINTENANCE (the "Agreement") is made and entered on \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the **City of Forest Hills**, Tennessee (the "City") and \_\_\_\_\_, a Tennessee \_\_\_\_\_ (the "Contractor").

This Agreement is made with reference to the following facts:

A. The intent of this Agreement is to provide for construction and completion of PW 2020-02 Sign Maintenance, as assigned by the City of Forest Hills, in accordance with the specifications herein and using a standard of care consistent with general roadway construction and maintenance and the terms and conditions herein.

B. Assigned work may or may not include project plans. If project plans are provided, all work will be completed according to those drawings and specifications in addition to the terms and conditions of this Agreement.

C. Unless otherwise specified, the Contractor will furnish all materials, incidentals, equipment and perform all labor necessary to perform the work authorized by the City and detailed in project plans and specifications.

D. All work will be assigned by the City Manager as needed. Payment for goods and services shall be as measured and be complete and in-place, including all mobilization, labor, materials and incidentals.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1 **Definitions.** The following terms have the meanings given in this section:

1.1 "**City Manager**" means the City Manager of the City, or her designee.

1.2 "**Contract Documents**" means this Agreement, those certain Contract Specifications and Contract Documents dated April 10, 2020 and prepared by Neel-Schaffer, Inc., and the PROPOSAL BID TABULATION FORM included therein.

1.3 "**Sign Maintenance Projects**" include, but are not limited to, sign work; sign maintenance, sign repair and installation.

1.4 "**Services**" means the furnishing of labor, materials, equipment and services necessary to perform Sign Maintenance Projects.



2 **Quantities.**

2.1 The City reserves the right to alter the quantities of work to be performed or to extend or to shorten the work at any time, when and as found necessary. The Contractor shall perform the work as altered, increased, or decreased at the unit price provided in enclosed PROPOSAL BID TABULATION FORM. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of this Agreement.

3 **Time for Performance.**

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and continue for 12 months (the "Term").

3.2 **Mobilization.** Unless otherwise specified in the Final Work Order, within ten (10) business days of the City Manager's issuance of a Notice to Proceed, the Contractor shall mobilize his forces and commence performance of the Services.

3.3 **Time.** Contractor shall not commence performance of Services prior to 7:00 AM, nor extend past sundown, except as directed by the City Manager. All work shall be completed in a timely manner within the specified time frame given by the City Manager for each work order. Delays deemed unacceptable by the City shall be grounds for termination of this Agreement. **All work specifically assigned in this Contract shall be substantially complete within 45 days from the Notice To Proceed date.**

4 **Consideration.**

4.1 The City shall pay to the Contractor for the diligent, faithful performance of this Agreement the actual cost of the Services performed and accepted by the City based on the unit prices attached hereto and incorporated herein as "PROPOSAL BID TABULATION FORM."

4.2 The City shall make payments on a monthly basis to the Contractor on the basis of a duly certified and approved invoice of the Services performed during the preceding calendar month.

5 **Insurance.** The Contractor shall purchase and maintain insurance for the protection of claims under worker's compensation acts, for bodily injury and for property damage arising out of Contractor's obligations and duties under this Agreement as follows:

5.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury or Death/Each Person;

- 5.2 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury or Death/Each Accident;
- 5.3 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for Property Damage- Each Accident;
- 5.4 Comprehensive General Liability with policy limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for in the aggregate for Property Damage;

The Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Property Damage Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

The Contractor shall provide to the City certificates of insurance evidencing compliance with the requirements of this section. The certificates will show the City as an additional insured on the Comprehensive General Liability, Property Damage Liability, and umbrella or excess insurance policies and contain a waiver of subrogation clause in favor of the City.

All insurance policies shall include a clause which states, in effect, that the policy shall not be canceled, modified, nor allowed to expire until ten (10) days written notice has been received by the City prior to such cancellation, modification, or expiration.

6 **Indemnity.** Contractor agrees to pay, defend, indemnify, and hold the City harmless from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from: (i) any use, trespass or damage to private property occasioned by Contractor's performance of the Services, (ii) the conduct of the Contractor or any of its employees, servants, agents or subcontractors in the performance of this Agreement, or (iii) any injury to or death of any person, or any damage to property caused by Contractor, its employees, servants, agents, or subcontractors. In case any action, suit, or proceeding is brought against the City by reason of any occurrence herein described, Contractor shall, at its own expense, defend such action, suit, or proceeding with counsel acceptable to the City in the City's sole discretion. The indemnity agreement provided herein shall survive the expiration or earlier termination of this Agreement.

7 **Performance of Services; Duties of Contractor.**

- 7.1 **License.** Contractor shall maintain a valid Tennessee Contractor's Licenses at all times throughout the Term of this Agreement. Each of Contractor's drivers shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- 7.2 **Duty of Care.** Contractor shall perform the Services in a good and workmanlike fashion and using the Contractor's best skill and attention, consistent with the terms and conditions herein, and consistent with any plans and specifications developed by the City.

- The Contractor shall provide operating and safety training for all personnel. Contractor shall be responsible for ensuring all employees wear adequate safety equipment at all times, including, but not limited to, hard hats, protective eyewear, protective footwear, and reflective gear as necessary.
- 7.3 **Equipment.** The Contractor shall maintain its equipment in operable condition and suitable capacity and available to the City at all times during the terms of this Agreement.
- 7.4 **Permits, Fees and Specifications.** The Contractor shall obtain and pay for any permits or governmental fees, licenses, or inspections required for proper execution and completion of the Services.
- 7.4.1 Unless otherwise noted, all Services shall be performed in accordance with the current edition of the Tennessee Department of Transportation “Standard Specifications for Road and Bridge Construction,” including all revisions and special provisions.
- 7.4.2 The Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic.
- 7.4.3 All work to be performed within the street right-of-way shall be completed with the appropriate traffic control. Traffic shall be directed with such signs, barricades, devices, flaggers, and pilot vehicles that shall conform to the Manual of Uniform Traffic Control Devices.
- 7.4.4 All Work containing erosion/sediment control components, water quality components, ditch linings, etc., shall be constructed in accordance with the latest edition of the Tennessee Department of Environment and Conservation Erosion and Sediment Control Handbook.
- 7.5 **Taxes.** The Contractor will be responsible for all taxes levied against the Contractor under the laws of the State of Tennessee
- 7.6 **Warranty.** The Contractor warrants to the City that: (i) materials furnished under this Agreement will be new and of good quality, unless otherwise required or permitted by the City, (ii) the Services will be free from defects not inherent in the quality required or permitted; and (iii) the Services will conform to the requirements of any plans and specifications for a particular project and the terms and conditions of this Agreement.
- 7.7 **Cleaning Up.** Accumulations of mud or debris that are tracked on to streets or areas adjacent to work sites by construction equipment of the Contractor must be removed promptly and not allowed to create a hazard or an unsightly condition. After completion of all work contemplated under a Work Order and before final payment thereon has been made, the Contractor shall make a final cleanup of the site of each separate part of

the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.

Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

8 **Independent Contractor.** The Contractor is an independent contractor with respect to the City. Nothing contained herein shall create any association, partnership, joint venture, employment, or agency relationship between the parties.

9 **Conflicts.** In the event of a conflict between the terms of this Agreement and the remainder of the Contract Documents, the terms of this Agreement shall control.

10 **Miscellaneous.**

10.1 **Performance Bond.** Contractor shall provide to the City a performance bond in a form reasonably acceptable to the City's attorney, and in an amount not less than 100% of the total Base Bid amount to secure the faithful performance of this Agreement. If the Contractor refuses or fails to provide the Services with such diligence as will ensure its proper completion within the time specified in the Work Order and in the manner specified, the City may terminate this Agreement and Contractor's right to proceed. In such event, the City may require the surety under the performance bond to fully perform and complete the work in the manner required by the performance bond. In the alternative, the City may take over the work, by contract or otherwise, and the Contractor and its surety shall be liable to the City for any excess cost.

10.2 **Delay Damages.** The Contractor shall have three weeks to complete fabrication of all signs and poles after notice of proceed has been given by the City. If additional time is necessary for fabrication, the Contractor shall submit a notification to the City for approval. After fabrication of signs and poles have been completed, the City shall be notified. The Contractor has Three (3) week to complete installation of all signs and poles after fabrication has been completed. In addition to the requirements above, if the Contractor fails to complete assigned Work when scheduled then the City shall be entitled to: (i) charge the contractor a \$250.00 per day liquidated damage; (ii) terminate the specific Work Order and assign same to another contractor; or (iii) terminate this Contract. The Contractor and City acknowledge and agree that: ascertaining precisely the damages that would be suffered by the City in the event of Contractor's performance default at any given time during the term of this Contract would be costly, time-consuming and difficult, if not impossible; the amount of the liquidated damages constitutes good faith estimate by the Contractor and City of the damages to the City that would arise from such default by Contractor; and this agreed and stated amount is intended not as a penalty but as fully liquidated damages to the City for such a default by Contractor. If liquidated damages are incurred, the City shall be entitled to deduct and withhold said amount from payments then or thereafter to become due to the

Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall promptly pay the difference to the City.

- 10.3 **Equal Opportunity.** It is the policy of the City to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR §21, and related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subject to discrimination under, any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin. No person shall be denied employment by the Company for reasons of race, color, sex, age, disability or national origin. Affirmative action compliance is required.
- 10.4 **Drug Free Workplace.** Within five (5) days of execution of this Agreement, Contractor shall submit a drug-free workplace affidavit to the City pursuant to T.C.A. § 50-9-113.
- 10.5 **Resident Status.** It shall be the Contractor's responsibility to insure that all persons employed, whether directly or by subcontractor, are legal residents and be authorized to work in the United States of America.
- 10.6 **Certified Public Weigher Law.** The Contractor or materials supplier shall employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981. All applicable materials shall be measured in accordance with the Certified Public Weigher Law of 1981 on scales approved by the City Engineer. The Contractor shall provide weigh (haul) tickets for each load delivered to any job site.
- 10.7 **Compliance with Laws.** Contractor agrees that the Services provided pursuant to this Agreement shall be provided in compliance with all laws, ordinances and regulations of the United States, State of Tennessee, Metropolitan Government of Nashville and Davidson County, and the City, now or hereafter in effect during the term of this Agreement.
- 10.8 **Assignment.** The Contractor shall not assign this Agreement, except upon the express prior written consent of the City.
- 10.9 **Cancellation.** The City has a right to cancel this Agreement for convenience on thirty (30) days written notice to the Contractor. The City has a right to cancel this Agreement for failure of Contractor to properly perform the duties herein within ten (10) business days written notice to the Contractor. Also, it is agreed that if Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files a bankruptcy petition, then the City may terminate this Agreement at any time.
- 10.10 **Iran Divestment Act Affidavit.** The Contractor shall submit an Iran Divestment Act Affidavit prior to starting work.
- 10.11 **Notice.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail or by

nationally recognized guaranteed overnight courier delivery service, postage prepaid, addressed to the City at:

The City of Forest Hills  
Attn: Aspen Collins, City Manager  
6300 Hillsboro Road  
Nashville, Tennessee 37215

and to the Contractor at:

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either Party.

10.13 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, written or oral. This Agreement may be modified only by written amendment executed by all parties hereto.

11 **Counterparts and Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further facsimile and electronic signatures shall be as binding as originals, and signatures transmitted by facsimile and electronic means shall be deemed originals and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first above written.

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY**

The City of Forest Hills

By: \_\_\_\_\_

Aspen Collins, City Manager

**DRUG-FREE WORKPLACE AFFIDAVIT**

State of Tennessee )

County of Davidson )

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with the City of Forest Hills, 6300 Hillsboro Pike, Nashville, TN 37215 to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3. The Company is in compliance with T.C.A § 50-9-113.

Further affidavit saith not.

\_\_\_\_\_  
Principal Officer

\_\_\_\_\_  
Title

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



## IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

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

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Signature

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Date