

MOWING AGREEMENT

TABLE OF CONTENTS

<u>CONTRACT DOCUMENTS</u>	<u>PAGES</u>
Agreement	2-12
Invitation for Bids	13
Instructions to Bidders	14
Bid Proposal	15
Technical Specifications and Special Conditions for Mowing	16
Drug-Free Workplace Affidavit	17
Title VI	18
Application Forms and Information Collection Requirements	19
Policy of Nondiscrimination	20
LEP Procedure	21
Certificate of Insurances	(please provide upon award of bid)

MOWING AGREEMENT

This Mowing Agreement ("**Agreement**") is made by and between The Town of Ashland City, Tennessee (hereafter referred to as "**City**"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015, and _____ (hereafter referred to as "**Contractor**"), (a corporation) / (a partnership) / (a sole proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office address at _____.

WITNESSETH

WHEREAS, Contractor has substantial skill, equipment and experience in conducting the type of services required by the Town of Ashland City Parks & Recreation Department on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

WHEREAS, the **City** desires to hire a **Contractor** to mow city property, and

WHEREAS, Contractor desires to provide such mowing 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 December 2021, through December 2023 (the "Term") and may be extended for two (2) additional one-year periods (the "Renewal Terms") thereafter by mutual written consent of the parties hereto.

ARTICLE 2. STATEMENT OF WORK

MOWING AGREEMENT

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

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

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

MOWING AGREEMENT

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

ARTICLE 5. ASSIGNMENT AND DELEGATION

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

ARTICLE 6. NO THIRD-PARTY BENEFIT

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

ARTICLE 7. INDEMNITY

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

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

MOWING AGREEMENT

ARTICLE 8. TERMINATION AND BREACH

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

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

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

ARTICLE 9. WAIVER OF BREACH

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

ARTICLE 10. REMEDIES

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

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

(A) **Contractor** warrants and represents to the **City** as follows: (i) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach or violation of any contract or

MOWING AGREEMENT

agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

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

ARTICLE 12. DUE DILIGENCE

Contractor agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.

ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. JURISDICTION AND VENUE

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

MOWING AGREEMENT

ARTICLE 16. INSURANCE

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

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

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

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

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

MOWING AGREEMENT

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 this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, _____
ATTN: _____, at its' principal office address, _____; or to the **City**, The Town of Ashland City, ATTN: Alicia Martin, Interim City Recorder or any successor, at its principal address, PO Box 36 Ashland City TN 37015. Either party may change contact personnel by notifying the other in writing of such change.

ARTICLE 19. FORCE MAJEURE

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

ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, 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

MOWING AGREEMENT

Agreement and any present or future statute, law, ordinance or regulation, 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 federal, state and local statutes, laws, ordinances or regulations, as applicable to the work / services to be performed under this **Agreement**, to include but not limited to all traffic, environmental and safety laws. Contractor hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

ARTICLE 22. PERFORMANCE BOND

None required for this contract.

ARTICLE 23. RIGHT TO INSPECT RECORDS

Contractor agrees to maintain and preserve in legible condition any ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work or services performed by **Contractor** hereunder, during the Term or any subsequent Renewal Term, and for an additional period of three years beyond the end date or termination of the **Agreement**, to include any Renewal Term. **Contractor** agrees that the **City**, or any of its' duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work or services performed hereunder for audit or financial examination purposes, and **Contractor** agrees to cooperate with and make reasonable accommodation to **City** for such purposes. **Contractor** further agrees that failure to cooperate or to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by **City**.

ARTICLE 24. HEADINGS

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

MOWING AGREEMENT

ARTICLE 25. ENTIRE AGREEMENT

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

ARTICLE 26. COUNTERPARTS

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

ARTICLE 27. IRAN DIVESTMENT ACT

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

NOTHING FURTHER THIS PAGE

MOWING AGREEMENT

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

Contractor: _____

(Printed Name): _____

(Title): _____

(Signature): _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

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

Witness my hand and seal this ____ day of _____, 2021.

NOTARY PUBLIC

Town of Ashland City

Printed Name: Steve Allen

(Title): Mayor, Town of Ashland City

(Signature): _____

Date: _____

ATTEST:

Alicia Martin, Interim City Recorder

MOWING AGREEMENT

EXHIBIT A **Bid Documents, Technical Specifications,** **Special Conditions and Pricing**

Mowing Agreement
Town of Ashland City, Tennessee

MOWING AGREEMENT

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addressed to Alicia Martin, Town of Ashland City, Interim City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the Mowing Bid, will be received by the Town of Ashland City until 9:30 A.M., December 3, 2021, at The Town of Ashland City, 233 Tennessee Waltz, Suite 103, Ashland City TN, 37015. Bids will be publicly opened and read at 10:00 A.M., December 3, 2021, in the Public Works Conference Room. The Town of Ashland City encourages female and minority contractors to bid. The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

The work consists of mowing at Riverbluff Park, City Park, Preacher Poole Recreation Area (including the tennis court area and walking area), Fire Department training center, Fire Station 2 and the Senior Center, totaling approximately 47 acres.

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

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

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

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

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

Town of Ashland City

Alicia Martin
Interim City Recorder

MOWING AGREEMENT

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to mow various places through the area served by the Town of Ashland City Parks and Recreation Dept. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for mowing services. The award for this bid shall be based on a square yard unit price.

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

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

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

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact the Parks and Recreation Director by email (ssampson@ashlandcitytn.gov) or by phone at 615-792-7553 ext. 5727 for an interpretation thereof. All questions must be submitted three business days prior to bid opening.

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

WORKING SCHEDULE: A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Parks and Recreation Department. This schedule shall be arranged to accomplish the work with as little interference as possible to the public 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 notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

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

MOWING AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE
I/We

Name of Bidder

Address of Bidder

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

PROPOSAL SCHEDULE

Description

Per Cut Price

Riverbluff Park

City Park/Poole Recreation Area

Fire Station #2

Training Field

Senior Center

TOTAL ESTIMATED COST FOR MOWING:

\$

MOWING AGREEMENT

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR MOWING

To be mowed every two weeks (preferably Wednesday-Friday), or as needed or requested via City representative, being the Parks and Recreation Director, Fire Chief or the Senior Center Director.

Mowing may fluctuate with the season and/or weather conditions. Play areas may be mowed more often as to accommodate programs and activities. Mowing may not interfere with scheduled activities in a park. Activities such as: sports special events, training and programs may necessitate an altered mowing schedule.

Trimming will be performed every two weeks, or as needed. Trimming includes all areas visible to the public, such as street side, entrance, riverbank along sidewalks around trees, park perimeter, etc. The edge of the park does not have to be trimmed if the mowers can cut to the tree line as closely as possible.

Any and all trash will be removed from cutting area before mowing/trimming is performed. Mowing should not happen if ruts are left behind from mowers. Mowers must mow at a speed acceptable to the terrain. **Height of the grass should be cut at 3 inches.** Some areas may accept a higher cut than others. For example: an area of property where only parking is expected may be higher than a sports field or special event area. Mow areas as short as possible without endangering grass and leave areas (parking) as high as possible to allow a healthier stand.

Mower discharge must always be turned away from vehicles or park patrons. Never mow close to occupied areas. The contractor represents the Town of Ashland City, and professionalism is expected at all times. Any complaints should be reported immediately to the Director. Contractor must keep aware of park activities as to schedule needed cuts so not to interfere with activities. Please do so by calling the Parks and Recreation Department at 615-792-7553 ext. 5727 or Fire Department at 615-792-4531 ext. 5230 or the Senior Center at 615-792-3629. Inquire about park status with the department when an invoice is delivered for payment. A department representative must sign every invoice before it is taken to city hall. This is necessary so the department may keep an accurate budget, to acknowledge acceptance of service and keep lines of communication open.

Please bid cost per cut.

MOWING AGREEMENT

Town of Ashland City

STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE
AFFIDAVIT OF PRIME BIDDER

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

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

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2021.

NOTARY PUBLIC

My commission expires _____

MOWING AGREEMENT

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

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

Signature of Contractor

Name of Contractor (printed)

Date

Subcontractor

Date

MOWING AGREEMENT

APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:

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

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

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

Ethnicity:

Hispanic or Latino _____

Not Hispanic or Latino _____

Race: (Mark one or more)

White _____ Black or African American _____

American Indian/Alaska Native _____ Asian _____

Native Hawaiian or Other Pacific Islander _____

Gender: Male _____ Female _____

MOWING AGREEMENT

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 or activities.

Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

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

MOWING AGREEMENT

LIMITED ENGLISH PROFICIENCY

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

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

1. Employees will have access to “I Speak” cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
 - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
 - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
 - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her 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 has been discrimination against him/her because of LEP should contact Kellie Reed, Title VI Coordinator.