



## WILLIAMSON COUNTY GOVERNMENT

April 3, 2023

To Whom It May Concern:

Williamson County is accepting bids on the monitoring of blasting at the Williamson County Quarry on Columbia Avenue, Franklin, Tennessee, for a period of one year--from **July 1, 2023 through June 30, 2024**. There will be an option to renew for up to 2 additional 1 year terms. Prices are to be quoted per blast, including travel and evaluation. The successful vendor is to be available within 24 hours notice of a scheduled blast.

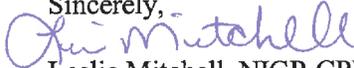
Bids will be opened May 4, 2023 at **2:00 p.m.** and should be submitted in a sealed envelope to the "County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064." Each envelope should be plainly marked: **Bid - Blast Monitoring, May 4, 2023, 2:00 p.m. Company name shall also appear on the front of the envelope. If the above information does not appear, the bid will not be opened.**

The successful bidder will be required to comply with contract, insurance requirements and drug-free policy.

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. No bid shall be valid unless signed. No bid shall be accepted by FAX machine. **Any exceptions to the bid specifications shall be noted in each bid.**

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, Certification of Compliance with TCA 12-4-119, Drug-Free Affidavit and Business Tax and License Affidavit.* Please complete these documents and return them with your bid.

If you have any questions, please email [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 4:30 p.m. CST on April 26, 2023. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,  
  
Leslie Mitchell, NIGP-CPP, CPPO, CPPB  
Purchasing Agent



**BID SHEET  
BLAST MONITORING  
WILLIAMSON COUNTY HIGHWAY DEPARTMENT**

Price per blast \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Physical Address \_\_\_\_\_

\_\_\_\_\_

Remittance Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an Employer of five (5) or more employees contracting with \_\_\_\_\_ County government 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 or 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 affiant saith not.

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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 at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
Tennessee Code Annotated, Section 12-4-119**

Effective July 1, 2022, this form must be submitted for any contract that is \$250,000.00 or more to comply with Tenn. Code Ann. § 12-4-119, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with Williamson County, Tennessee which has ten (10) or more employees and is for \$250,000.00 or more in value.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Authorized Official certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, will not for the duration of the contract engage in, a boycott of Israel in any manner.

Authorized Official represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

## ***Business Tax and License Affidavit***

***Business Tax and License Affidavit.*** The undersigned, (“Affiant”), states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_, (“Contractor”); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that “(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.” Affiant affirms and warrants that Contractor’s licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in \_\_\_\_\_ (County), Tennessee.

### **Affiant**

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

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

*Ethical Standard Affidavit.*

**State of Tennessee**

**County of Williamson County**

*Ethical Standard Affidavit.* After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_. (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

**Affiant**

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

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT**

**State of** \_\_\_\_\_ **County of** \_\_\_\_\_

***Fair Employment Practices Affidavit:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

***And Further Affiant sayeth not:***

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

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

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

\_\_\_\_\_

**IMMIGRATION ATTESTATION  
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME \_\_\_\_\_

CONTRACTOR'S TENNESSEE LICENSE NUMBER \_\_\_\_\_

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

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT  
FOR PURCHASE OF SERVICES**

***THIS AGREEMENT*** is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and \_\_\_\_\_, located at \_\_\_\_\_, for \_\_\_\_\_.

This Agreement incorporates the following affidavits by reference and made a part hereof:

1. **Fair Employment Affidavit**
2. **Ethical Standards Affidavit**
3. **Drug-Free Workplace Affidavit**
4. **Illegal Immigration Attestation Affidavit**

**ARTICLE I  
DEFINITIONS**

A. As used in this Agreement, the following terms have the specific meaning assigned them:

1. **"Agreement"** means the entire Agreement between County and Contractor as contained herein and in any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties;
2. **"Contract Documents"** means this Agreement and any attachments, exhibits, amendments, addendums, bonds, bid request documents and bid response;
3. **"Contractor"** means \_\_\_\_\_ of \_\_\_\_\_;
4. **"County"** means Williamson County, Tennessee;
5. **"Fee"** means the total compensation that County shall pay to the Contractor for the performance of all services required by this Agreement;
6. **"Project"** means the end product resulting from the satisfactory completion of all Services and Work;
7. **"Services"** means all activities required to complete the Project to the specifications and contractual duties contained herein; and
8. **"Work"** means all labor, services, equipment, and material necessary to complete the Project and all other requirements included in this Agreement.

B. Quotation marks and capital letters are not part of the defined terms above.

**ARTICLE II  
TERM AND TERMINATION**

A. **Term.**

The Term of this Agreement shall extend from \_\_\_\_\_ to \_\_\_\_\_. This Agreement may not be extended unless agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Purchasing Agent. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond 5 years.

B. **Termination.**

1. **Termination - Breach.** Should Contractor fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the terms of this Agreement, the County shall provide notice to the Contractor to cure the breach. Contractor shall have 10 calendar days to cure the breach. Should Contractor fail to cure the breach within 10 days, then the County shall have the right to immediately terminate this Agreement. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor.

2. **Termination - Funding.** Should funding for the Project be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Contractor.

3. **Termination - Notice.** The County may terminate this agreement at any time upon 30 calendar days written notice to Contractor. Termination will become effective 30 days after the date of the notice of termination, unless the County's notice provides for a different termination date beyond the 30 day notice.

4. **Termination - Bankruptcy.** County may terminate this Agreement if Contractor, or any successor or assignee of Contractor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

### ARTICLE III CONTRACTOR'S DUTIES

#### A. Specific Duties.

1. Contractor shall provide all labor, services, equipment, material, and all work needed to complete \_\_\_\_\_.
2. The Contractor shall be responsible for securing all necessary permits and approvals from relevant Federal, State and local governmental agencies required to complete the Project.

#### B. General Duties.

1. The Contractor shall perform all its Services and Work as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
2. Contractor shall provide all Services and Work needed to complete the Project and fulfill all requirements set forth in the Contract Documents.
3. Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services and Work; and shall comply with and give all notices as required by all laws, ordinances, or regulations bearing on the performance and rules of the Project. If Contractor performs Services knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without such notice to the County, the Contractor shall assume responsibility for such Service and Work and shall bear the costs attributable to correction.
4. If the Contractor fails to correct any Services and Work which are not in accordance with the requirements of the Contract Documents or fails to carry out any Service or Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.
5. Contractor shall not engage the services of any subcontractor or other third party to perform any of the Contractor's obligations under this Agreement. If Contractor wishes to engage the services of a subcontractor or other third party, Contractor shall first ensure that the subcontractor or third party meets the qualifications and restrictions contained in the bid documents. If it is determined that the subcontractor or third party satisfies all of the qualifications and restrictions, then the Contractor shall provide the information in which the Contractor's determination was based and finally, obtain the written consent of County before the

subcontractor or third party provides any services related to Contractor's obligations under this Agreement. If County's permission to hire a subcontractor or other third party is granted, Contractor shall be fully responsible for ensuring that all work performed by the subcontractor or third party is consistent with Contractor's responsibilities under this Agreement, and that subcontractor complies with all the conditions of this Agreement.

#### ARTICLE IV REPRESENTATIONS OF CONTRACTOR

- A. Contractor represents and warrants to the County that:
1. It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;
  2. It is experienced and skilled in the type of Services and Work needed to fulfill its obligations as specified herein;
  3. It is fully licensed under all applicable laws and authorized to do business as a contractor in the State of Tennessee, in the name of the entity identified herein as the Contractor;
  4. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or Local Department;
  5. It has not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  6. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;
  7. It has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
  8. It will comply with all federal, state, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the Contract Documents.

#### ARTICLE V COMPENSATION

- A. **Fee.** Contractor shall be paid a total Fee as outlined in attached bid sheet. The Fee shall not be increased unless a change order has been properly executed by the parties as provided for in this Agreement.
- B. Williamson County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:
1. The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Agreement;
  2. The Contractor's rate of progress being such that, in Williamson County's opinion, completion of any Services and Work may be inexcusably delayed;
  3. Loss caused by the Contractor; and,
  4. The Contractor's failure or refusal to perform any of its material obligations to Williamson

County.

- C. All payments by County shall be made within 30 days of receipt of a detailed invoice from Contractor.

#### **ARTICLE VI WARRANTY**

A. Contractor warrants for a period of not less than 3 years that all Services and Work provided under this Agreement, by the Contractor, its employees, subcontractors, or any other third party shall be consistent with that level of care and skill ordinarily exercised by other similar contractors or entities providing similar Services or Work. The Contractor warrants that all labor furnished by it or any other subcontractor, employees, or third parties under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results, that all materials and equipment provided shall be new and of high quality, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Agreement shall constitute a breach of the Contractor's warranty and this Agreement.

B. During the warranty period, Williamson County may, at its option, request that Contractor conduct Services or Work to correct the deficiencies causing the defect in the Work, by written notice to Contractor. If the County decides to have the Contractor remedy the deficiencies, the County shall initiate the Services no later than 5 days from notice to remedy. Exercise of any option shall not relieve Contractor of any liability to Williamson County for damages sustained by virtue of Contractor's breach of the warranty.

C. These warranties are in addition to all other warranties provided by contract or statutory law.

#### **ARTICLE VII ETHICAL STANDARDS**

A. It shall be a breach of ethical standards for any person to offer, give or agree to give any Williamson County employee or former Williamson County employee, or for any Williamson County employee or former Williamson County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

B. It shall also be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with Williamson County upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

D. The Contractor affirms that it has not retained anyone in violation of this Article. A breach of ethical standards is a material breach of this Contract and could result in civil or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

#### **ARTICLE VIII CEASE AND DESIST ORDER**

In the event the Contractor fails or refuses to perform the work as required herein, the County may instruct the Contractor to cease and desist from performing further Work in whole or in part by giving the Contractor a cease and desist order. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the County and shall not proceed further until the cause for the County's instruction has been corrected to the satisfaction of the County, or no longer exists, or the County instructs the Contractor that the work may resume. The County may demand that the Contractor provide additional assurances to the County within 3 calendar days of receipt of the order. Should the Contractor fail to provide additional assurances to the County with a written description of how the Contractor shall correct, the County shall have the right, but not the obligation, to carry out the work with its own force or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work. The County's rights herein are in addition to, and without prejudice to, any other rights or remedies Williamson County may have against the Contractor.

**ARTICLE IX  
INDEMNIFICATION AND HOLD HARMLESS**

**A.** Contractor shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;

2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws; and

3. Any claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Contractor's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this contract, regardless of the cause of such injury.

**B.** Williamson County will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

**C.** Contractor shall pay Williamson County any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Agreement.

**ARTICLE X  
INSURANCE REQUIREMENTS**

Without limiting its liability under this agreement, the Contractor will procure and maintain at his/her expense during the life of the contract any/all applicable insurance types and in the minimum amounts stated as follows:

1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:

- a) Per Occurrence limit of not less than \$ 1,000,000
- b) General Aggregate will not be less than \$ 2,000,000
- c) Medical Expense Limit will not be less than \$5,000 on any one person.
- d) Completed Operations, including on-going operations in favor of the Additional Insured
- e) Contractual Liability
- f) Personal Injury

2. Business Auto Liability (including owned, non-owned and hired vehicles)

- a) Combined Single Limit \$ 1,000,000 or
- b) Split Limit:
  - Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
  - Property Damage: \$ 1,000,000 Each Accident

3. Umbrella Excess Liability

- a) \$ 1,000,000 over primary insurance

4. Workers Compensation

- a) State: Statutory
- b) Employer's Liability:
  - \$ 1,000,000 per Accident
  - \$ 1,000,000 Disease, Policy Limit
  - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the contract only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management.

Any subcontractor of the Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of the Contractor and comply with all provisions of this Article.

#### ARTICLE XI CHANGE ORDERS

Changes to the Services or Work, may be modified by the parties by providing written notification to the other party. The Contractor agrees to work with Williamson County to amend the Contractor Services per Project. Should the change cause an increase in the compensation amount specified in the Fee as defined in Article I, then the change must be evidenced by a completed and signed Change Order Form. To be authorized and implemented, all Change Orders shall be signed by the Williamson County Mayor.

#### ARTICLE XII GENERAL PROVISIONS

- A. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.
- B. **Arbitration.** Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in this Agreement or any other documentation related to this Agreement is void.
- C. **Choice of Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any language specifying any other governing law included in this Agreement is deleted and is null and void.
- D. **Venue.** Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee.
- E. **Attorney Fees.** Contractor agrees that, in the event either Party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Contractor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.
- F. **Notices.**
1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.
  2. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.
  3. **Addresses.**
    - i. If to County: Williamson County Tennessee  
1320 West Main Street, Suite 125  
Franklin, TN 37064
    - ii. If to Contractor:

- G. Assignment.** The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Assignment of this Agreement, or any of the rights and obligations of Contractor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Contractor from its obligations hereunder without the express written consent of County.
- H. Limitation of Legal Avenues.** County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of the County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement is of no effect and therefore, are null and void.
- I. Tennessee Open Records Act.** Contractor understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this contract. Compliance by County with the Open Records Act shall not be a breach of this Agreement.
- J. Severability.** Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- K. Entire Agreement.** The complete understanding between the Parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.
- L. Drug Free Work Place.** If applicable, Contractor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Contractor's compliance.
- M. Employment Practices.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Contractor, if applicable, agrees to execute the Fair Employment Affidavit included in this Agreement evidencing Contractor's compliance of this policy.
- N. Employment of Illegal Immigrants.** The Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.
- O. Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- P. Authority of a Governmental Entity.** Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement or any other document provided by for the Contractor is void.
- Q. Maintenance of Records.** Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.
- R. Anti-Deficiency Clause.** Nothing contained in this Agreement shall be construed as binding

Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

S. ***Time is of the essence.*** Since this Project is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and Work within the time limitations defined by the County. Failure to complete the Services or Work within the time limitations shall subject the Contractor to reduction of the Fee paid to Contractor. This section does not limit any other remedy available to the County.

T. ***Headings.*** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

U. ***Effective Date.*** This Agreement shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

**LAST ITEM ON PAGE**  
**AFFIDAVITS AND SIGNATURE PAGE FOLLOWS**