



## WILLIAMSON COUNTY GOVERNMENT

July 26, 2022

To Whom It May Concern:

Williamson County is accepting bids for the purchase and delivery of a leachate storage tank for the Solid Waste Department, 5750 Pinewood Road, Franklin, TN 37064. Minimum bid specifications are enclosed.

Bids are due by August 18, 2022 at 2:00 p.m. Bids shall be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope shall be plainly marked: **Leachate Tank, August 18, 2022, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all bids, 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.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit.* Please complete these documents and return them with your bid.

The successful bidder will be required to comply with contract and insurance requirements. Sample contracts are draft only and terms can change at the discretion of the County.

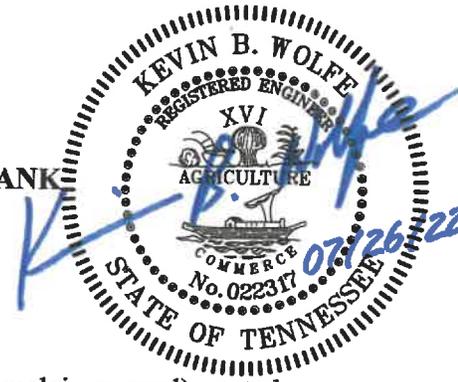
If you have any questions, please e-mail [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 4:30 p.m. CST on August 11, 2022. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB  
Williamson County Purchasing Agent



## SECTION 132000 – LEACHATE STORAGE TANK



### PART 1 GENERAL

#### 1.1 Scope of Work

- A. Tank Supplier to furnish a single, glass fused to steel (porcelain enamel) coated, bolted-steel liquid storage tank, including tank structure with steel floor, roof vent, side access door, and tank appurtenances described herein. The tank shall be designed to store leachate.
- B. This specification describes a leachate storage tank.
- C. All equipment designated in this specification is the responsibility of the Tank Supplier.

#### 1.2 Qualifications of Tank Supplier

- A. The Tank Supplier shall provide a new tank structure as supplied from AQUASTORE® STORAGE TANKS (or equal manufacturer specializing in the design, fabrication, and erection of factory applied glass-fused-to-steel, bolt together tanks). The tank manufacturer selected shall employ a staff of full time design engineers, own and operate its steel fabrication facilities and glass coat the tank all at one plant location. The tank supplier shall have manufactured at least ten (10) tanks of similar size or greater.

#### 1.3 Submittal Drawings and Specifications

- A. The Tank Supplier is required to furnish shop drawings to the project ENGINEER (CEC). A complete set of structural calculations shall be provided for the tank structure. All such submissions shall be stamped by a Licensed Professional Engineer licensed in the state of Tennessee.
- B. Tank Supplier to provide standard published warranty and shall be included with submittal information. Warranty to include 1-year materials and workmanship.
- C. Tank Supplier shall provide a standard Operation and Maintenance Manual for the tank.

## **PART 2 DESIGN CRITERIA**

### **2.1 Tank Size**

- A. Glass-fused to steel tank with dome roof and steel floor. The factory coated, glass-fused-to-steel, bolt together tank shall have a nominal diameter of 61.5 feet, with a nominal sidewall height (to roof eave) of 6.0 feet with overall tank height of 6.9 ft.

### **2.2 Tank Capacity**

- A. Tank capacity shall be 133,816 gallons at the high water level of 6 ft.

### **2.3 Tank Design Standards**

- A. The materials, design, fabrication, and erection of the bolt together tank shall conform to the AISC Standard, latest revision.
- B. The tank coating system shall conform solely to Section 12.4 of ANSI/AWWA D103, 2009. NOTE: Baked-on epoxy painted or galvanized bolt-together tanks are not considered equal.

### **2.4 Design Loads**

- A. Minimum Design Criteria
  - 1. Specific Gravity: 1.021
  - 2. Wind Design: ASCE 7-10 at 120 mph
  - 3. Roof Snow Load 25 psf
- B. Structural Design Code: AISC
- C. Seismic Design Code: IBC 2012/2015.

## **PART 3 MATERIALS SPECIFICATIONS**

### **3.1 Plates and Sheets**

- A. Plates and sheets used in the construction of the tank shell, tank floor, and tank roof, shall comply with the minimum standards of AISC, latest edition.

### **3.2 Rolled Structural Shapes**

- A. Material shall conform to minimum standards of ASTM A36 or ASTM A992.

### **3.3 Horizontal Wind Stiffeners**

- A. Design requirements for intermediate horizontal wind stiffeners shall be of the “web truss” design with extended tail to create multiple layers of stiffener, permitting wind loads to distribute around the tank.
- B. Web truss stiffeners shall be of steel with hot dipped galvanized coating or epoxy coated the same color as the storage tank.

### **3.4 Bolt Fasteners**

- A. Bolts used in tank lap joints shall be 1/2"-13 UNC-2A rolled thread, and shall meet the minimum requirements of AWWA D103, Section 4.2.
- B. Bolt Finish - Zinc, mechanically deposited for a coating 2.0 Mils min under bolt head, on shank and threads.
- C. Bolt Head Encapsulation shall consist of high impact polypropylene copolymer encapsulation of entire bolt head up to the splines on the shank.

### **3.5 Sealants**

- A. The lap joint sealant shall be a one component, moisture cured, polyurethane compound. The sealant shall be suitable for contact with the liquid contents of the tank.

## **PART 4 GLASS COATING SPECIFICATION**

### **4.1 Surface Preparation**

- A. Following the decoiling and shearing process, sheets shall be steel grit blasted on both sides to the equivalent of SSPC 10 (Near – White Blast Cleaning). Sand blasting and chemical pickling of steel sheets is not acceptable.
- B. The surface anchor pattern shall be not less than 1.0 mil (0.001 inch).
- C. These sheets shall be evenly oiled on both sides to protect them from corrosion during fabrication.

### **4.2 Preparation of Sheet Edges**

- A. After initial sheet preparation, all full height vertical wall sheets and all rectangular shaped floor sheets shall be machined to create a beveled edge. Sheet edges shall be rounded in profile per Technical Manual PEI-101 to enable the same glass coating to

be applied to all four sides of the sheet and ensure full encapsulation of the sheet edges with a minimum thickness of 5 mils (127 microns). Mastic, zinc primer, or sealer shall not be acceptable as the only means to protect sheet edges from corrosion.

#### **4.3 Cleaning**

- A. After fabrication and prior to application of the coating system, all sheets shall be thoroughly cleaned by a caustic wash and hot rinse process followed immediately by hot air drying.
- B. Inspection of the sheets shall be made for traces of foreign matter, soil particles, grease or rust. Any such sheets shall be recleaned or grit blasted to an acceptable level of quality.

#### **4.4 Coating**

- A. A base coat of catalytic nickel oxide to be electrostatically applied to both sides of the sheet.
- B. A second coat to both sides of the sheets, of milled cobalt blue glass, shall be applied.
- C. A third coat of glass shall be applied to all interior wetted surfaces which must be titanium dioxide reinforced mixture. The specified coating shall be Aquastore Vitrium™ or equal.
- D. The sheets shall then be fired at a minimum temperature of 1500°F in strict accordance with the manufacturer's ISO 9001 quality process control procedures, including firing time, furnace humidity, temperature control, etc.
- E. The interior coating process must be a 3 coat and 1 fire process. The interior color shall be white. The exterior color shall be cobalt blue.
- F. The dry film interior coating thickness shall be 10.0 – 18.0 mils (0.010 to 0.018 inches) minimum.
- G. The dry film exterior coating thickness shall be 7.0 – 15.0 mils (0.007 to 0.015 inches) minimum.
- H. The same glass coating as applied to the exterior sheet surfaces shall be applied to the exposed edges.

#### **4.5 Factory Inspection**

- A. The manufacturer's quality system shall be ISO 9001 certified.

#### **4.6 Chemical Resistance of Glass Coating**

- A. Every batch of component frits shall be individually tested in accordance with PEI Test T-21 (Citric Acid at Room Temperature)
- B. Holiday Testing
  - 1. A dry volt test using a minimum of 1100 volts is required.
  - 2. Frequency of the test shall be every sheet. Any sheet registering a discontinuity shall be rejected.
  - 3. All inside sheet surfaces shall be holiday free.
- C. Measurement of Glass Thickness
  - 1. Glass thickness shall be measured using an electronic dry film thickness gauge (magnetic induction type). The thickness gauge shall have a valid calibration record.
  - 2. Frequency of the test shall be every tenth sheet. The thickness of the glass shall be between 10 and 18 mils.
- D. Measurement of Color
  - 1. The exterior color of the sheets shall be measured using a colorimeter. The colorimeter shall have a valid calibration record.
  - 2. Frequency of the test shall be every tenth sheet.
- E. Impact Adherence Test
  - 1. The adherence of the glass coating to the steel shall be tested in accordance with ASTM B916-01. Any sheet that has poor adherence shall be rejected.
  - 2. Frequency of this test shall be one sheet per gauge lot run minimum.
- F. Fishscale Test
  - 1. The glass coating shall be tested for fishscale by placing the sheet in an oven at 400 degrees F for one hour. The sheet will then be examined for signs of fishscale. Any sheet exhibiting fishscale shall be rejected and all sheets from that gauge lot will be similarly tested.
  - 2. Frequency of this test shall be one sheet per gauge lot run minimum.

**G. Packaging**

1. All sheets that pass Factory Inspection and Quality Control checks shall be protected from damage prior to packing for shipment.
2. Heavy paper or plastic foam sheets shall be placed between each panel to eliminate sheet-to-sheet abrasion during shipment.
3. Individual stacks of panels will be wrapped in heavy mil black plastic and steel banded to special wood pallets built to the roll radius of the tank panels. This procedure eliminates contact or movement of finished panels during shipment.
4. Shipment from the factory will be by truck, hauling the tank components exclusively.

**PART 5 FIELD ERECTION (NOT USED)**

**PART 6 APPURTENANCES**

**6.1 Access Door**

- A. One 30" bottom access door shall be provided and installed as shown on the drawings with the bid documents in accordance with AWWA D103.

**6.2 Roof Vent**

- A. A properly sized vent assembly in accordance with AWWA D103 shall be furnished and installed above the maximum liquid level of sufficient capacity so that at maximum design rate of fill or withdrawal, the resulting interior pressure or vacuum will not exceed 0.5" water column.
- B. The overflow pipe shall not be considered to be a tank vent.
- C. The vent shall be constructed of aluminum such that the hood can be unbolted and used as a secondary roof access.

**6.3 Outside Tank Ladder**

- A. An outside tank ladder shall be furnished and installed as shown on the bid drawings.
- B. Ladders shall be fabricated of aluminum and utilize grooved, skid-resistant rungs.

#### **6.4 Identification Plate**

- A. A manufacturer's nameplate shall list the tank serial number, tank diameter and height, and maximum design capacity. The nameplate shall be affixed to the tank exterior sidewall at a location approximately five (5) feet from grade elevation in a position of unobstructed view.

#### **6.5 Cathodic Protection**

- A. The Manufacturer will provide a cathodic protection system consisting of sacrificial anodes which provide corrosion protection for the portions of the structure immersed in liquid.
- B. Electrical continuity between all tank sidewall panels shall be the responsibility of the tank manufacturer.
- C. The design life shall be calculated at 10 years. The cathodic protection system shall be designed for protection of uncoated steel surfaces in the product zone.
- D. The specific conductivity of the leachate is 2,500 – 5,000 uS/cm (microSiemens per cm). The cathodic protection system shall be provided for this type of liquid.

#### **6.6 Other**

- A. Effluent flanged connection (for interconnecting pipeline with other tanks as shown on the bid drawings)
- B. Overflow pipe as shown on the bid drawings
- C. Flanged drain connection (blind flange) as shown on the bid drawings
- D. Visual level indicator as shown on the bid drawings
- E. All tank nozzles shall be 316SS with 150# flanges. Wetted flanges shall be 316SS. Non-wetted flanges shall be 316SS.

**PART 7 FIELD TESTING (NOT USED)**

**PART 8 TANK MANUFACTURER'S WARRANTY**

- A. The tank manufacturer shall warrant the liquid storage tank shall be free from any defect in material or workmanship, under normal and proper use, maintenance and operation, during the period expiring on the earlier of (1) one year after liquid is first introduced into the tank.

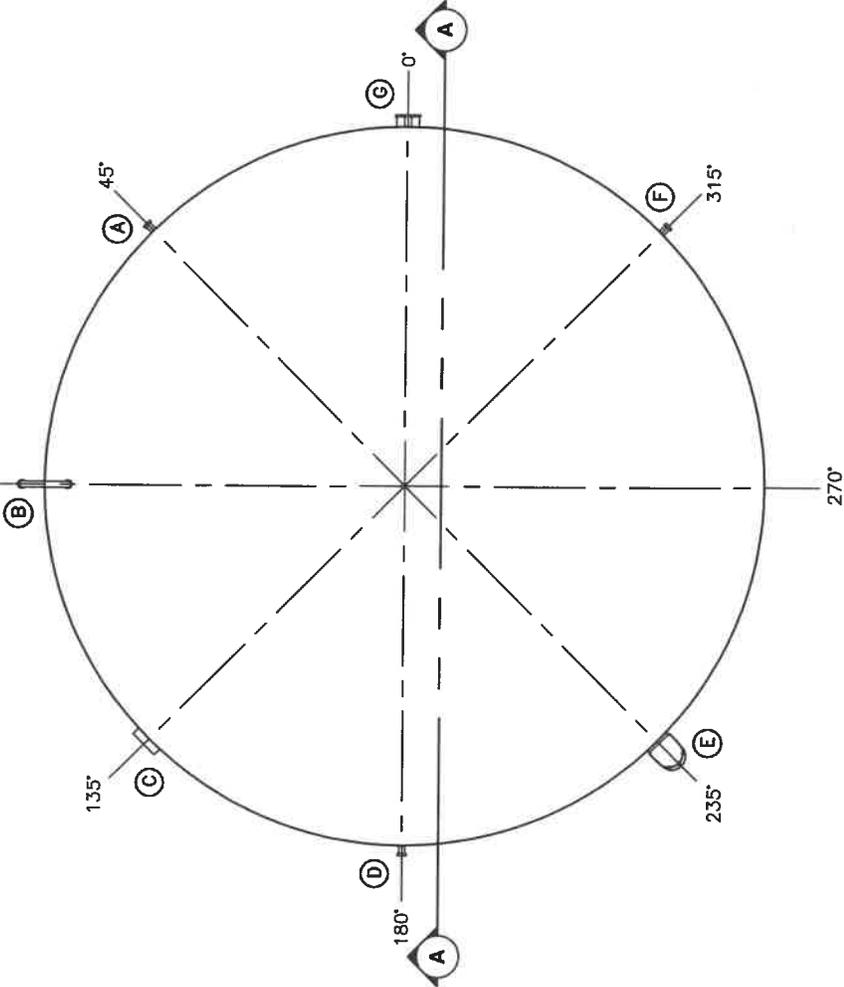
END OF SECTION 132000



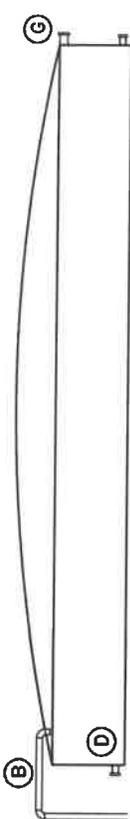
**NOZZLE SCHEDULE**

MARK	REQUIRED	SIZE	TYPE	REMARKS
A	1	6"	FLANGED	STUB-OUT 1
B	1	6"		OVERFLOW PIPE
C	1	30"	NA	MANWAY
D	1	6"	FLANGED	STUB-OUT 2
E	1	NA	NA	ACCESS LADDER
F	1	4"	FLANGED	PUMP TRUCK 3
G	2	8"	FLANGED	INLET

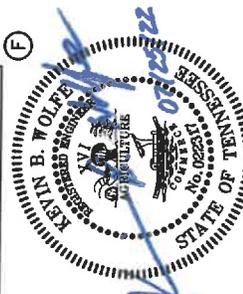
- 1 FOR FUTURE CONNECTION TO FUTURE PUMP STATION TO MAIN TANK FARM, I.E. 6" FROM TANK BOTTOM.
- 2 FOR NEW TANK CONNECTIONS, I.E. 6" FROM TANK BOTTOM.
- 3 4 INCH HOSE WITH 2 INCH QUICK CONNECT COUPLING FOR EVACUATING LEACHATE FROM TANK VIA PUMP TRUCK, I.E. 6" FROM TANK BOTTOM.



**TOP VIEW**



**SECTION A-A**



**Civil & Environmental Consultants, Inc.**  
 117 Seaboard Lane - Suite E-100 - Franklin, TN 37067  
 615-333-7797 - 800-765-2328  
 www.cechinc.com

WILLIAMSON COUNTY CLASS III LANDFILL  
 PHASE 3 LEACHATE STORAGE TANK  
 NOZZLE SCHEDULE  
 WILLIAMSON COUNTY, TENNESSEE

NOZZLE LAYOUT

DRAWN BY: LM | CHECKED BY: CDS | APPROVED BY: \*KBW | FIGURE NO.: 1

DATE: JULY 2022 | DWG SCALE: AS SHOWN | PROJECT NO: 322-453

- NOTES**
- 1. SOME ITEMS HAVE BEEN ROTATED AND/OR OMITTED IN SECTION VIEW FOR CLARITY.

**Bid Sheet  
Leachate Tank  
Williamson County Solid Waste**

Total Bid \$ \_\_\_\_\_  
(Total bid is to include delivery of the tank and all associated costs for shipping)

Estimated Delivery \$ \_\_\_\_\_

The bidder has received the following addenda:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

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: \_\_\_\_\_

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

## ***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: \_\_\_\_\_

**WILLIAMSON COUNTY LANDFILL  
LEACHATE STORAGE TANK INSTALLATION**

The following are general boilerplate contract terms contained in similar Williamson County form contracts. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. Williamson County reserves the absolute right to revise, delete or add terms and obligations as the County determines are in its best interest.

**Contract for Goods and Services**

THIS CONTRACT is made by and between WILLIAMSON COUNTY, TENNESSEE, a Tennessee governmental entity located at 1320 West Main Street, Franklin, Tennessee, 37064, (hereinafter "Williamson County" or "County"), and \_\_\_\_\_, ("Contractor"), with an office located at \_\_\_\_\_, for the provision of \_\_\_\_\_. County and Contractor mutually agrees as follows:

**1. Definitions.**

- A. "Construction Site" means the location at the Landfill where the Contractor shall perform the Work.
- B. "Contract" means this document signed by the County and Contractor, the construction plans and specifications provided by the Engineer, all attachments or exhibits included with this Contract at the time of execution or which are explicitly incorporated into this Contract by written agreement of the parties but does not include the Contractor's response to the County's Advertisement for Bids.
- C. "Contract Documents" means the County's Advertisement for Bids, Instructions to Bidders, and all documents that have been acknowledged in writing by the parties that relate to the provision of Materials and Work and the satisfaction of the parties obligations contained in this Contract including Contractor's response to the County's Invitation To Bid.
- D. "Contractor's Bid" means the Bid submitted by Contractor in response to the County's Advertisement for Bids.
- E. "Department" means the Williamson County Solid Waste Department.
- F. "Director" means the Williamson County Solid Waste Department Director.
- G. "Engineer" means Civil & Environmental Consultants, Inc.
- H. "Final Completion" means that point at which, as certified in writing by Contractor and accepted by Williamson County, the Project is 100% complete and in conformance with this Contract.
- I. "Landfill" means the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee.
- J. "Leachate" means liquid that has been contaminated by dissolved or suspended materials due to contact with solid waste or the gases generated by solid waste and collected from the Landfill.
- K. "Materials" means concrete, metal reinforcements, tanks, piping, valves and appurtenances.
- L. "Project" means construction of concrete containment area and installation of tanks, piping, valves and all appurtenances.
- M. "Advertisement for Bids" means the County's Request for Bids for Installation of the Proposed Leachate Storage Tanks System and Containment Area at the Williamson County Landfill;
- N. "Scope of Work" means the provision of labor, material, transportation, equipment, and all activities relating thereto required to fulfill the Contractor's obligations as is more particularly described in the Instructions to Bidders and the construction documents provided by the Engineer.

O. "TDEC" means the Tennessee Department of Environment and Conservation, its agents, employees, or representatives.

P. "Work" means the work needed to complete the Project specified in the Scope of Work in the County's Instructions to Bidders and in accordance with the construction plans and specifications provided by the Engineer.

**2. Interpretation.**

A. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

1. As between this Contract and the Contractor's Bid, this Contract shall govern;
2. As between the Instructions to Bidders and the Contractor's Bid, the Instructions to Bidders shall govern; and
3. As between the Contract Documents and any document provided by the Contractor, including, but not limited to, a separate contract, purchase order, or terms or statement, the Contract Documents shall govern.

B. The Scope of Work described or specified in this Contract shall not be deemed to constitute a comprehensive list of Work and specifications having the effect of excluding work not specifically mentioned but needed to fulfill the Contractor's obligations to satisfactorily fulfill the Contractor's duties and responsibilities and achieve Final Completion of the Project.

3. **Term of Contract.** The term of this Contract shall begin on the date this Contract is fully executed by the parties and shall continue until the Contractor's efforts have accomplished Final Completion of the Project or this Contract is terminated as provided for herein. Terms regarding indemnification, warranty, and any other term by its terms or effect that would extend beyond the termination of this Contract shall survive termination.

4. **Representations of the Contractor.** Understanding the County is relying on these representations, the Contractor, by executing this Contract, makes the following express representations to County:

- A. The Contractor has the capability and experience to provide the Work and complete all aspects of the Scope of Work;
- B. The Contractor is fully qualified to act as the Contractor for the provisions of the Work and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the Contractor to fulfill all Contractor's obligations specified in the Contract Documents;
- C. Contractor will review and carefully examine plans and specifications provided by or on behalf of County concerning the Project. The Contractor has become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated. Contractor agrees to notify the County immediately of all conflicts, errors, ambiguities, or discrepancies that are discovered by Contractor concerning a particular Project;
- D. Contractor's bid is based exclusively upon Contractor's own estimates, Project Site visit, observations, and investigations conducted by Contractor and other data acquired by Contractor which was necessary for full and complete information upon which the Contractor's bid was based;

- E. The Contractor is financially solvent and has sufficient working capital to perform the Work and all other obligations under this Contract;
- F. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or local government;
- G. The Contractor has not, within a three (3) year period preceding this Contract, 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;
- H. The Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State or local governments) terminated for cause or default; and
- I. Contractor will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of Work and responsibilities, as set forth in this Contract.

5. **Duties and Responsibilities of Contractor.** In addition to any and all other duties, obligations, and responsibilities of the Contractor, the Contractor shall have and perform the following duties, obligations, and responsibilities at Contractor's expense:

- A. Contractor shall furnish all labor, materials, tools, and equipment for the fabrication, delivery, and erection of all items to provide the Work needed to achieve Final Completion of the Project in accordance with the Specifications and the terms of this Contract;
- B. The Contractor shall provide and deliver to the Project Site all labor, material, tools, and equipment needed to complete the Work as expeditiously as is consistent with professional skill and care;
- C. Provide or furnish the prompt payment for the labor, adequate supervision, Work, materials, supplies, equipment, fixtures, appliances, tools, transportation, storage, power, fuel, heat, light, cooling, and other utilities required for the provision of the Work and the Substantial Completion of the Project to achieve Final Completion. Contractor shall be responsible for obtaining all necessary building permits and other permits required for the provision of the Work, including any use and occupancy or similar permit(s) that may be required before the completed Project may be put in use;
- D. Contractor shall not perform any Work without adequate plans and Specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs the Work knowing, or under circumstances that the Contractor should reasonably have known, the Work involves an error, or inconsistency with this Contract without first providing written notice to the County, the Contractor shall be responsible for all costs to correct the Work;
- E. The Contractor shall strictly supervise the labor and provision of Work and bear full responsibility for any and all acts or omissions of those engaged in the provision of Services and Work conducted by or on behalf of the Contractor;
- F. The Contractor will be solely and completely responsible for the condition of the Project Site as a result of the Work, including the health and safety of all persons, including employees, agents, subcontractors, and all property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours;

- G. The Contractor hereby warrants that the labor furnished under this Contract shall be competent to perform the tasks undertaken, and shall yield only superior quality results, all related items and other materials provided shall be new and of superior quality, that the completed Project will be of superior quality and without defects, and that the Work will strictly comply with the requirements of this Contract. Any Work not strictly complying with the Specifications or the requirements of this Contract shall constitute a breach of the Contractor's warranty;
- H. The Contractor shall provide the name, phone number, and other contact information of supervisory personnel who can be reached 24 hours a day in case of emergencies, to the County representative. The Contractor shall provide updated information should the name of the responsible supervisory personnel change;
- I. The Contractor shall take all other precautions as shall be necessary, to prevent damage to persons or property. All structures and improvements in the vicinity of the Work shall be protected by the Contractor and, if such property is damaged, injured, or destroyed by the Contractor, Contractor's employees, subcontractors, or agents, it shall be restored to a condition as good as prior to the provision of the Work. All safety provisions contained in applicable laws, regulations, ordinances, guidelines, or building and construction codes, shall be strictly adhered to;
- J. Unless otherwise indicated in the Contract Documents, or unless otherwise taken care of by the County thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the provision of Work, shall be protected by the Contractor and shall not be disturbed or damaged by the Contractor during the progress of the Work. Should the Contractor disturb, disconnect, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor;
- K. At all times relevant to this Contract, the Contractor shall permit the County and architect/engineer to enter upon the Project Site and to review or inspect the Work at any time and without formality or other procedure;
- L. Contractor shall be responsible for the cost of storing, moving, and transporting, tools, material and equipment to conduct the Work or store the materials, equipment, and tools in off-site storage if needed; and
- M. Contractor shall make all inspections or testing, in addition to those required in the Contract Documents that are required for the completion of the Work and the Project.

**6. Compensation.**

- A. County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of \_\_\_\_\_ to be paid in accordance with the payment schedule agreed by the parties. The Contract Price shall not be modified except by change order as provided for in this Contract or by amounts subject to liquidated damages, if applicable.
- B. County shall make all payments within thirty (30) calendar days of receipt of each monthly bill. Neither payment to the Contractor, nor any other act or omission by County shall be interpreted or construed as an acceptance of any Work provided by or on behalf of the Contractor that are not strictly in compliance with this Contract.
- C. In addition to all other rights available to the County, County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all amounts previously paid to the Contractor, at the County's determination, due to:

1. The quality of the Work provided by Contractor not being in accordance with the requirements of this Contract;
  2. Loss suffered by the County caused by the provision of Work provided by the Contractor or on behalf of the Contractor; or
  3. The Contractor's failure or refusal to perform any of its material obligations set forth in this Contract.
- D. In the event of a dispute, County shall inform Contractor of the disputed amounts, Contractor shall have ten (10) calendar days to provide additional documentation reasonably showing that the disputed amount is a valid charge. County shall review the documentation and provide Contractor a response as to whether the additional documentation or information supports Contractor's claim for payment. Failure to respond within the ten (10) calendar days from receipt of the County's notice of dispute by Contractor shall be deemed Contractor's acceptance of the County's exercise of its rights under Section 6.D.
- E. Contractor understands and agrees that there shall be no additional charges or fees for the performance of the Work or the fulfillment of Contractor's other obligations or responsibilities as set forth in this Contract unless prior written approval is obtained from County prior to the provision of the Work.
- F. County shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to County.
- G. Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish County, in the form and manner required by Williamson County, if any, with a copy to the Engineer:
1. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment, and material suppliers, and other third parties in connection with the Project have been paid or otherwise satisfied;
  2. Separate releases of claims or claim waivers from each subcontractor, lower tier subcontractor, laborer, supplier, or other person or entity who has or might have a claim against County or any performance or payment bond;
  3. All product warranties, operating manuals, instruction manuals, and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as part of or prior to Project close-out.
7. **Time for Contractor's Performance.**
- A. The Contractor shall order all material needed to commence the performance of the Work ("Commencement of Work"), by or before \_\_\_\_\_. Once timely commenced, Contractor shall diligently continue its performance to and until Final Completion of the Project is achieved. The Contractor shall accomplish Final Completion of the Project within \_\_\_ calendar days after Commencement of Work. **BECAUSE TIME IS OF THE ESSENCE AND IN ORDER TO SECURE THIS CONTRACT, AND WITHIN THE TIME SPECIFIED, CONTRACTOR DISTINCTLY ACKNOWLEDGES THAT THE NON-FULFILLMENT OF ANY OBLIGATION UNDER THIS CONTRACT REGARDING THE FAILURE TO ACHIEVE FINAL COMPLETION OF THE WORK WITHIN THE SPECIFIED TIMES PROVIDED ABOVE WILL FRUSTRATE THE ABILITY OF THE COUNTY TO ADDRESS AND REMOVE LEACHATE FROM THE LANDFILL AND BECAUSE THE COUNTY WILL INCUR SUBSTANTIAL ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH ARE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH**

CERTAINTY AS A BASIS FOR RECOVERY BY THE COUNTY OF ACTUAL DAMAGES, AND THAT LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE, AND APPROPRIATE ESTIMATE THEREOF. ACCORDINGLY, IN LIEU OF ACTUAL DAMAGES FOR SUCH DELAY, THE CONTRACTOR AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE COUNTY AS AGAINST CONTRACTOR AND ITS SURETY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT OF DELAYED COMPLETION WITHOUT THE COUNTY BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY REASON THEREOF, CONTRACTOR SHALL BE LIABLE TO THE COUNTY FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT OF \_\_\_\_ HUNDRED DOLLARS (\$\_\_\_\_\_) FOR EACH DAY THAT FINAL COMPLETION IS DELAYED BEYOND THE SPECIFIED TIME PROVIDED ABOVE, AS ADJUSTED FOR TIME EXTENSIONS PROVIDED BY THE CONTRACT DOCUMENTS. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY AND CONTRACTOR SHALL PAY THEM TO COUNTY WITHOUT LIMITING COUNTY'S RIGHT TO TERMINATE THIS CONTRACT FOR DEFAULT OR ANY OTHER LEGAL REMEDY AVAILABLE TO THE COUNTY.

- B. Guarantees and equipment warranties required by this Contract shall commence on the date of Final Completion.
- C. All limitations of time set forth herein are material and are of the essence of this Contract.

**8. Change Orders.**

- A. Changes to the Work shall be ordered by change order. To be authorized and implemented, all change orders shall be signed by the Contractor, the County Mayor, and the County Budget Director, prior to the Contractor proceeding with any such changes.
- B. Changes to the Work, may be modified by Williamson County by providing written notification to the Contractor. The Contractor agrees to cooperate in good faith with County to amend the Work for the completion of the Project. Should the change cause an increase in the compensation amount specified in the change order 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. Prior to final payment, a statement shall be prepared by the Contractor and approved by the County Mayor that reflects all changes to the compensation.
- C. Should Contractor wish to substitute any materials or items, such substitutions must be approved as a Change Order as provided in this Article. Further, all substitutions must be of equal or superior character, quality, and design as that specified, and must be equally suited to the needs of Williamson County as the item(s) specified
- D. *It is specifically understood and agreed by the parties that the Contractor will not be reimbursed for any Work under this Contract that was not authorized by a completed change order prior to the Work.*

**9. Warranty.**

- A. Contractor warrants that all Work provided under this Contract 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 Work. The Contractor warrants that all labor furnished by it or any other subcontractor, employees, or third parties under this Contract 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, that the completed Work will be complete and of high quality, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Contract shall constitute a breach of the Contractor's warranty and this Contract.

- B. In addition to any manufacturing warranty, Contractor shall provide a ten (10) year warranty against manufacturing and joint-installation defects of material and workmanship. . During the warranty period, Williamson County may, at its option, require the Contractor to provide at Contractor's expense all materials needed correct the deficiencies, by providing written notice to Contractor. In that event, Contractor shall conduct the Work or repair or replace the defective material, at Contractor's expense, within ten (10) days of receipt of notice. Exercise of this 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.

**10. Discovery and Correcting Defective or Incomplete Work**

- A. In the event that the Contractor covers, conceals, or obscures its Work in violation of this Contract or in violation of a directive from Williamson County, such Work shall be uncovered and displayed for Williamson County's inspection upon request and shall be reworked at no cost in time or money to Williamson County.
- B. If any of the Work is covered, concealed, or obscured in a manner not covered by this Section, the Work shall, if directed by County, be uncovered and displayed for County's inspection. If the uncovered Work conforms strictly to the Contract Documents in all aspects, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by Williamson County. Otherwise, such costs shall be borne by the Contractor.
- C. The Contractor shall, at no cost in time or money to Williamson County, correct Work rejected by Williamson County as defective or failing to conform to the Contract Documents. Additionally, the Contractor shall reimburse Williamson County for all testing, inspections, and other expenses incurred as a result of the rejected Work.
- D. Williamson County may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract fee shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming Work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid fee, if any, is insufficient to compensate Williamson County for the acceptance of the defective or nonconforming Work, the Contractor shall, upon written demand from Williamson County, pay Williamson County such remaining compensation for accepting defective or nonconforming Work.

**11. County's Right to Suspend Contractor's Performance.**

- A. County shall have the right, at any time, to direct the Contractor to suspend the performance, or any designated part thereof, for any reason whatsoever, or without reason. Upon notification of the suspension, the Contractor shall immediately comply with the suspension and shall demobilize as directed by the County or Engineer.
- B. In the event County directs a suspension of performance under this Section, through no fault of the Contractor, Williamson County shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
  - 1. demobilization and remobilization, including such costs paid to subcontractors;
  - 2. preserving and protecting Work in place; and
  - 3. storage of materials or equipment purchased for the Project.

**12. Hazardous Materials.**

- A. Unless otherwise specified in the plans and specifications, it is the responsibility of Contractor to remove and dispose of any hazardous materials brought to the Project Site by or on behalf of

Contractor. Williamson County shall be responsible for the removal and disposal of any Hazardous Waste that the County knows was located in the property prior to the execution of this Contract.

- B. The term "Hazardous Materials" shall be defined as any and all toxic or hazardous materials, substances, pollutants, compounds, wastes, or mixtures, and shall include, without limitations, asbestos containing materials, polychlorinated biphenyls, petroleum products or byproducts, or other hydrocarbon substances. The term "Hazardous Material" shall also include any and all substances defined or listed as hazardous waste, hazardous substance, toxic substance, toxic pollutant, or similarly identified, prohibited, or regulated materials, substances, pollutants, compounds, wastes or mixtures, by, in or pursuant to any Environmental Laws or Regulations.

**13. Health and Safety.**

- A. The Contractor will be solely and completely responsible for the condition of the Construction Site as a result of the Work, including the health and safety of all persons, including employees, agents, subcontractors, and all property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
- B. Health and safety provisions will conform to the following: U. S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations; and any other regulations as may be cited in the bid document. When any of these are in conflict, the more stringent regulation/requirement will be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned safety provisions will not relieve him/her from his/her responsibility to comply with the safety provisions.
- C. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, the Contractor must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the Scope of Work or Work or whether in or adjacent to the property, giving full details.
- D. If a claim is made by anyone against the Contractor on account of any accident or incident of loss, the Contractor will promptly report the facts in writing to Williamson County Government, Risk Management Division, giving full details of the claim.

**14. Engineer.**

- A. Williamson County and the Contractor shall communicate with each other in the first instance through the Engineer.
- B. Contractor shall submit to the Engineer, any needed request for interpretations necessary for the proper execution or progress of the Work.
- C. Contractor shall submit to the Engineer, all requests and recommendations for change orders.
- D. All shop drawings and other submittals shall be submitted to and approved by the Engineer.
- E. The Contractor shall be responsible for making requests to the County and the Engineer for required inspections.
- F. **THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR, UNDER THIS CONTRACT, SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE COUNTY AND THE ENGINEER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO WILLIAMSON COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ENGINEER TO WILLIAMSON COUNTY.**

15. **Termination.**

- A. **Termination - Breach.** Should Contractor fail to fulfill, in a timely and proper manner, its obligations under this Contract or if it should violate any of the terms of this Contract, the County shall provide notice to the Contractor to cure the breach. Contractor shall have ten (10) calendar days to cure the breach. Should Contractor fail to cure the breach within the ten (10) days then the County shall have the right to immediately terminate this Contract. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor. Contractor may terminate or suspend performance of the Work should the County fail to pay any undisputed amounts within sixty (60) days of receipt of the invoice. Should County pay all late monies that are not disputed by the County and owed to Contractor, then Contractor shall immediately reinstate the Work.
- B. **Termination - Funding.** Should funding for the Project be discontinued or if the County's legislative body fails to appropriate funds for the Project, this Contract shall terminate on the last day appropriated funds are available
- C. **Termination - Convenience.** County may terminate this Contract for any reason upon thirty (30) days' written notice to Contractor. Contractor may terminate this Contract for any reason upon ninety (90) days' written notice to the County. The ninety (90) days' notice is to permit the County time to rebid the Work. Contractor shall be compensated for the satisfactory provision of the Work that is performed prior to the termination date and required to fulfill Contractor's obligations. County shall not be liable for compensation of any Work that is performed after the termination date, unless otherwise agreed in writing by the parties.
- D. **Termination - Bankruptcy.** County may terminate this Contract 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 sixty (60) days after the institution or appointment.
- E. **Termination - Agreement.** The parties may agree in writing to terminate this Contract at anytime.

16. **Ethical Standards.**

- A. It shall be a breach of ethical standards and laws for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former 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 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 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 Section 16. A breach of ethical standards is a material breach of this Contract and could result in civil or criminal sanctions and debarment or suspension from being a contractor or subcontractor under contracts with County.
17. **Insurance Requirements.** Without limiting its liability under this Contract, the Contractor will procure and maintain at his/her expense during the life of this Contract all applicable insurance types and in the minimum amounts stated as follows:
- A. General Liability - Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
- 1) Per Occurrence limit of not less than \$ 1,000,000
  - 2) General Aggregate will not be less than \$ 2,000,000
  - 3) Medical Expense Limit will not be less than \$ 5,000 on any one person
  - 4) Completed Operations, including on-going operations in favor of the Additional Insured
  - 5) Contractual Liability
  - 6) Personal Injury
- B. Business Auto Liability (including owned, non-owned and hired vehicles):
- 1) Combined Single Limit \$ 1,000,000 or
  - 2) Split Limit:  
 Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident  
 Property Damage: \$ 1,000,000 Each Accident
- C. Umbrella Excess Liability:
- 1) \$ 1,000,000 over primary insurance
- D. Workers Compensation:
- 1) State: Statutory

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. All insurance provided by Contractor and subcontractors in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County. 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 Section.

18. **Surety Bonds.** The Contractor shall furnish to Williamson County a good and solvent performance bond and payment bond in forms which the County approves. Each bond shall set forth a penal sum in an amount equal to the contract price. The bonds must be written by a surety or insurance company listed on the United States department of the treasury financial management service list of approved bonding companies. Each bond furnished by the Contractor shall incorporate by reference, the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the contract price is adjusted by change orders executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to Williamson County and shall be executed by a surety, or sureties, licensed to do business in Tennessee and reasonably acceptable to Williamson County. Bonds shall be accompanied by a power of

attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect

19. **Default by Contractor.** County may declare Contractor in default and terminate this Contract at any time and without notice in the event County determines the terms of the Contract have been violated by the Contractor. Such defaults shall include, but are not limited to, Contractor's failure to manufacture and deliver the tanks as required by this Contract within the allotted time period.

20. **Governmental Regulations.** Contractor shall comply with all federal, state and local rules, laws and regulations.

21. **Severability.** If any term or other provision of this Contract is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the purpose or legal substance of the transactions contemplated hereby is not affected.

22. **Indemnification.**

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

- 1) Any claims, damages, costs and attorney fees for injuries, death 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 this Contract unless caused by the gross negligence of the County;
- 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, copyright law, labor laws, and minimum wage laws;
- 3) Any claims, losses, costs, damages, fines, suits, administrative proceedings, judgments, and expenses including reasonable attorneys' and court cost ,which may be asserted, claimed or recovered against or imposed upon Contractor arising out of or in connection with the Work and; (i) failure to comply with applicable requirements of any environmental law; (ii) any environmental claims; (iii) the failure of Contractor or any subcontractor to obtain, maintain, or comply with any applicable environmental permit; and
- 4) Any claims, damages, penalties, costs and attorney fees arising from any action brought against County by any of Contractor's officers, employees, subcontractors, 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 unless caused by the gross negligence of the County.

B. 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 Contract.

D. This indemnification and hold harmless agreement, and all rights and obligations hereunder shall survive the termination of this Contract.

23. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract 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.

24. **Choice of Law/Venue.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed 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 action between the parties arising from this Contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

25. **Assignment.** The provisions of this Contract are not assignable without County's written consent.

26. **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.

27. **Employment Practices.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

28. **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 Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with the County.

29. **Iran Divestment Act.** Effective July 1, 2016, all contractors performing Work for the County is subject to the Iran Divestment Act, *Tenn. Code Ann. § 12-12-101 et. seq.* By executing this Contract, the Contractor certifies that to the best of its knowledge and belief that the Contractor is not on the list created of businesses doing business with Iran pursuant to *Tenn. Code Ann. § 12-12-106.*

30. **Force Majeure.** Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under the Agreement arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under the Agreement or grounds for termination except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, workaround plans, or other means. The occurrence of any event affecting Company's representatives, suppliers, subcontractors, customers, or business apart from the Agreement is not a Force Majeure Event under this Contract. The non-performing party must notify the other party of any delay caused by a Force Majeure Event that a Force

Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately terminate the contract, in whole or in part, without further payment or obligation to perform. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the non-performing party continues to use diligent, good faith efforts to resume performance without delay. .

31. **Tennessee Open Records Act.** Contractor understands that County is subject to the Tennessee Open Records Act and that this may require County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract and any other documentation provided by or on behalf of Contractor. Compliance by County with the Open Records Act shall not be a breach of this Contract. Any data, documents, or other information that is not subject to the Open Records Act and is marked as confidential shall be considered as confidential information and shall not be released or provided to any third party without the express written permission of the other party.

32. **Attorney Fees.** Contractor agrees that in the event either Party deems it necessary to take legal action to enforce any provisions of this Contract, 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.

33. **Modification.** This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

34. **Relationship of 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 Contract. The parties hereto shall not hold itself out in a manner contrary to the terms of this section. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

35. **Notices.**

A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract 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.

B. **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.

C. **Addresses.**

- |    |               |  |
|----|---------------|--|
| 1) | If to County: | Williamson County, Tennessee<br>1320 West Main Street, Suite 125<br>Franklin, TN 37064 |
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2) If to Contractor

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36. **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 Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time, at a location within 50 miles of the Landfill and upon reasonable notice, by the County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

37. **Anti-Deficiency Clause.** Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Contract, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

38. **Time is of the Essence.** Since the satisfactory provision of the Work is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Work and within the time limitations defined by County. Failure to fully complete the Work within the time limitations shall subject Contractor to reduction of the compensation paid to Contractor. This Section does not limit any other remedy available to County.

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

40. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of County government and has been filed in the office of the Williamson County Mayor.

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