



WILLIAMSON COUNTY GOVERNMENT

May 18, 2023

To Whom It May Concern:

Williamson County is accepting bids HDPE leachate piping, fittings, manholes, valve boxes and geomembrane and geocomposite materials for the new Phase 3 Class III Landfill leachate collection system for the Solid Waste Department. Minimum specifications are enclosed. Please note any exceptions.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all proposals with exceptions noted, and all proposals will be given equal consideration.

Bids will be opened June 13, 2023, 2:00 p.m. Bids must 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: **Leachate Piping, Solid Waste Department, June 13, 2023, 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 bid 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.

The successful bidder will be required to comply with contract, insurance and drug-free requirements. Sample contracts are draft only and terms can change at the discretion of the County. Enclosed is a *Certification of Compliance with Iran Divestment Act, Immigration Attestation Affidavit, Fair Employment Affidavit, Drug-Free Affidavit, Certification of Compliance with T.C.A 12-4-119, Ethical Standards Affidavit and Business Tax and License Affidavit.* Please complete these documents and return them with your bid.

If you have any questions, please e-mail Kevin Wolfe, Civil & Environmental Consultants, Inc. at kwolfe@cecinc.com or call 615-333-7797. All question must be submitted in writing by 4:30 p.m. CST on June 7, 2023. No addenda will be issued within 48 hours of the proposal opening date and time.

Sincerely,

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



BID SPECIFICATIONS FOR HDPE LEACHATE PIPING, MANHOLES, VALVE BOX, AND PIPE FITTINGS

PART 1 - GENERAL

1.1 GENERAL INFORMATION

This specification shall govern the materials of high-density polyethylene pipe, manholes, fittings, and appurtenances for leachate transport. Installation shall be performed by landfill personnel, except for the joining of pipes via butt-fusion, which will be the responsibility of the HDPE MATERIALS SUPPLIER/CONTRACTOR.

1.2 SCOPE OF WORK

This contract is for the following items:

- 1.2.1. Manufacturing and delivery of solid-wall high density polyethylene pipe, polyethylene pipe manholes, polyethylene valve box, polyethylene fittings, and appurtenances as detailed in this specification and in the attached Drawings and the Engineer's Estimate of Quantities. **NOTE: HDPE MATERIALS SUPPLIER/CONTRACTOR is responsible for calculating his/her own quantities to complete this Work and shall not rely on the Engineer's Estimate of Quantities.**
- 1.2.2. Provision of labor force for the joining of HDPE pipe using butt-fusing equipment shall be part of this contract as detailed in this specification and on the Bid Sheet.

1.3 ADDITIONAL RESOURCES

- 1.3.1 CQA Plan for the Williamson County Landfill is given in Appendix A.

PART 2 - PRODUCTS

2.1 MATERIALS

The HDPE leachate transport piping, manholes, valve box, and fittings shall be made of high-density polyethylene resin which meets the following requirements.

2.1.1. High Density Polyethylene Pipe Specification

- A) PIPE, MANHOLES, VALVE BOX AND FITTINGS - The pipe supplied under this specification shall be high density, high molecular weight, polyethylene pipe made from PE 4710 resin. The pipe shall conform to ASTM D3350 with a minimum cell classification value of 445574C/E. The fittings supplied shall be made from polyethylene resin which meets this same specification.

- B) PHYSICAL PROPERTIES OF PIPE COMPOUND
 - B.1 Density - the density shall be no less than 0.955 grams/cm³ as referenced in ASTM D 1505.
 - B.2 Melt Index - the melt index shall be no greater than 0.15 gms/10 minutes when tested in accordance with ASTM D 1238 - Condition 3.2.3.
 - B.3 Flex Modulus - flexural modulus shall be 110,000 to less than 160,000 psi as referenced in ASTM D 790.
 - B.4 Tensile Strength at Yield - tensile strength shall be 3,200 to less than 3,500 psi as referenced in ASTM D 638.
 - B.5 Slow Crack Growth Resistance shall be per ASTM F 1473 (PENT test). The results shall be greater than 100 hours.
 - B.6 Hydrostatic Design Basis shall be 1,600 psi at 23° C when tested in accordance with ASTM D 2837.

2.1.2 Deviations - If a HDPE MATERIALS SUPPLIER/CONTRACTOR chooses to submit a bid that does not meet all of the requirements of this specification, his/her bid shall include a written description of the deviations with data that show the magnitude of the deviations and the justification for the deviation from the specification. The decision to accept material deviating from this specification shall be the responsibility of the OWNER and ENGINEER, in their complete discretion.

2.1.3 The OWNER or ENGINEER may request certified lab data to verify the physical properties of materials not meeting the requirements of this specification to be conducted at the HDPE MATERIALS SUPPLIER/CONTRACTOR'S cost.

2.1.4 Certification

- A) The HDPE pipe supplier shall submit documentation that the material meets or exceeds the standards set forth in these specifications. This will be in the form of a written document from the manufacturer.
- B) The fabricator of the HDPE manholes and the valve box shall submit shop drawings to the ENGINEER showing the position of the inlets, outlets and the overall dimensions for review and approval prior to manufacturing of the manholes.
- C) The fabrication technician for the manholes shall perform work in accordance with butt fusion of high-density polyethylene per ASTM F 2620 and for extrusion and hot air welding per ASTM C 1147. The HDPE MATERIALS SUPPLIER/CONTRACTOR shall submit the written quality assurance program used during fabrication of the manholes to the ENGINEER. The HDPE MATERIALS SUPPLIER/CONTRACTOR is required to submit to the ENGINEER their overall QA/QC program for fabricating thermoplastic structures, the welding certification program for the fabrication technician, and the facility safety program.
- D) The manhole and valve box structures shall be tested with water or air. A written certification shall be sent to the ENGINEER certifying the manholes are leak free. The test results shall become part of the submittals. An identification plate indicating, the job number, testing data, and when built and by whom, shall be attached to the manholes.

2.1.5 Rejection - The leachate transport pipe, fittings, high density polyethylene manholes and valve box, and appurtenances may be rejected for failure to meet any of the requirements of this specification in the discretion of the ENGINEER and OWNER.

2.2 LEACHATE TRANSPORT PIPING AND FITTINGS

2.2.1 Leachate transport piping shall be solid wall HDPE pipe. Pipe size shall be of pipe diameters as shown in the Drawings and the Engineer's Estimate of Quantities. The pipe DR rating shall be 17.

2.2.2 Butt-Fusion Fittings - Fittings shall be made of HDPE material with a minimum material designation code of PE3608 and with a minimum cell

classification of PE345464C. Molded and fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans.

- 2.2.3 Flanges and Mechanical Joints – Flanges shall be made of HDPE material with a minimum material designation code of PE3608 and with a minimum cell classification of PE345464C. Flanges shall be made to ASTM D 3261 standards. Flanges shall have a pressure rating equal to the pipe unless otherwise specified on the plans. Stainless steel back-up rings shall follow the guidelines of the PPI Technical Note #38, and shall have a bolt pattern per standard ANSI 145#. The stainless steel back-up rings shall provide a long-term pressure rating equal to or greater than the pressure class of the pipe with which the flange adapter assembly will be used, and such pressure rating shall be marked on the back-up ring.
- 2.2.4 Pipe Joint Installation - The pipe will be joined in the field by butt fusion by HDPE MATERIALS SUPPLIER/CONTRACTOR personnel. HDPE MATERIALS SUPPLIER/CONTRACTOR labor costs shall be provided as part of this bid. Fittings shall meet the requirements of ASTM D 3261. Butt-fusion procedures used in the field by the HDPE MATERIALS SUPPLIER/CONTRACTOR shall follow the procedure outlined in ASTM F 2620 or PPI TR-33. All fusion joints shall be made in strict compliance with the pipe manufacturer's requirements. Fused segments of pipe shall be handled so as to avoid damage to the pipe. Mechanical joint connections shall be carried out per the requirements in the PPI Handbook of Polyethylene Pipe, Chapter 9 and AWWA Manual of Practice M55, Chapter 6. Mechanical couplings shall be made by qualified technicians. Fusion joints shall be made by qualified technicians per PPI Technical Note 42. Qualification of the field technicians shall be demonstrated by evidence of mechanical coupling installation training within the past year. The training shall be on the same type of equipment and pipe components to be utilized for this project.
- 2.2.5 8-inch ID HDPE flange adapters shall be provided and manufactured of polyethylene resin which meets this same specification as the piping and shall be provided along with stainless steel back-up rings with gaskets to connect the HDPE pipe to manholes.
- 2.2.6 8-inch ID HDPE 45-degree wyes and bends and 22.5 degree bends shall be provided and shall be manufactured of polyethylene resin which meets this same specification as the piping.

2.2.7 8-inch ID HDPE blind flanges/covers shall be provided and shall be manufactured of polyethylene resin which meets this same specification as the piping along with stainless steel bolts.

2.3 HDPE MANHOLES AND VALVE BOX

2.3.1 The polyethylene manholes and the valve box shall be made from solid wall HDPE pipe having a minimum grade of PE4710. The manhole shall have a nominal OD of 48", unless otherwise specified on the Drawings. Calculations must be provided to the ENGINEER to verify the wall thickness to be used. The DR rating shall be 32.5 for all manholes and valve box provided for this project. HDPE sheet and fittings shall also have a minimum grade of PE4710. The manhole fabricator shall submit certification that the HDPE material meets or exceeds the requirements in this specification.

2.3.2 The design of the manholes and the valve box will be determined in accordance with ASTM F 1759. Calculations must be provided with the submittal package that justifies the thickness of wall and base plates of the manhole sections.

2.3.3 Manhole and valve box fabrication shall be performed by trained welders.

2.3.4 The inlets and outlets shall be extrusion welded on the inside and outside using good welding practice. Gussets shall be attached at 90, 180, 270 & 360 degrees around the inlets and outlets.

2.3.5 All connections to the manholes and the valve box shall be made via butt fusion. Stub-outs from the manholes shall be joined in the field by HDPE MATERIALS SUPPLIER/CONTRACTOR personnel. HDPE MATERIALS SUPPLIER/CONTRACTOR labor costs shall be provided as part of this bid.

2.3.6 Manholes and the valve box shall be factory tested with 2 psi air for 30 minutes (with a 15 minute pressure equalization period) in the case of gas-tight manholes or with a hydrostatic test for open top manholes. The OWNER and ENGINEER may request to observe the test and/or review the test procedure specifics.

- 2.3.7 The bottom thickness of the manholes shall be fabricated to meet the required limits for stress and deflection as required in ASTM F 1759. The bottom shall be flanged to the dimensions shown in the Drawings.
- 2.3.8 The top shall be flanged for easy access. The minimum sheet thickness shall be 1.5" for this non-traffic area application. Stainless steel bolts shall be provided for all manhole lids (minimum of 6 per lid).
- 2.3.9 The 48" manholes and 48" valve box shall be made from HDPE pipe. Rotational molded sections or wall thicknesses of less than 1.5" will not be accepted.
- 2.3.10 6-inch HDPE vents pipes welded to the top of manhole and valve box lids with gussets shall be provided for each manhole. Stainless steel insect screens with all appurtenances required for attachment to the vent pipe shall also be provided by the HDPE MATERIALS SUPPLIER/CONTRACTOR.
- 2.3.11 HDPE manholes and the HDPE valve box shall be stored on clean, level and dry ground to prevent undue scratching or gouging of the pipe.
- 2.3.12 Flange adaptors where shown on the Drawings shall be attached to the HDPE manhole/valve box inlets and outlet stubs during fabrications by butt fusion welding per ASTM F 2620. Pipes connected to the manholes and the valve box stud-outs shall be joined by butt fusion.

PART 3 - EXECUTION

3.1 CONSTRUCTION/INSTALLATION

3.1.1 HDPE MATERIALS SUPPLIER/CONTRACTOR shall be responsible to layout provide butt-fusing services for the installation of high-density polyethylene pipe, manholes and valve box stub-outs, fittings, and appurtenances for leachate transport.

HIGH DENSITY POLYETHYLENE (HDPE) GEOMEMBRANE LINER

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. HDPE MATERIALS SUPPLIER/CONTRACTOR shall furnish all labor, materials, supervision, and equipment to manufacture and deliver the High Density Polyethylene (HDPE) 60 mil, textured geomembrane liner (geomembrane or geomembrane liner) material to the project site.
- B. HDPE MATERIALS SUPPLIER/CONTRACTOR is to supply, install, and field test a net area of approximately 4,000 square feet of 60 mil HDPE (AVG) textured liner over a prepared subgrade.
- C. HDPE MATERIALS SUPPLIER/CONTRACTOR shall provide labor, materials and equipment to install one liner penetration through the geomembrane.
- D. HDPE MATERIALS SUPPLIER/CONTRACTOR shall include one (1) mobilization for the sump geomembrane installation. HDPE MATERIALS SUPPLIER/CONTRACTOR shall also include a per mobilization cost for any unforeseen, additional mobilizations that the OWNER may request, if needed.
- E. OWNER will provide all labor, equipment, and materials for the required sump earthworks including the construction of anchor trenches, aggregate, and the compacted clay liner.

1.2 REFERENCES

- A. Latest version of the American Society for Testing and Materials (ASTM) standards:
 - 1. ASTM D 638 Standard Test Method for Tensile Properties of Plastics
 - 2. ASTM D 1004 Test Method for Initial Tear Resistance of Plastic Film and Sheeting
 - 3. ASTM D 1238 Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
 - 4. ASTM D 1505 Test Method for Density of Plastics by the Density-Gradient Technique
 - 5. ASTM D 1603 Test Method for Carbon Black in Olefin Plastics
 - 6. ASTM D 3895 Standard Test Method for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry
 - 7. ASTM D 4833 Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
 - 8. ASTM D 5199 Standard Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
 - 9. ASTM D 5397 Standard Test Method for Evaluation of Stress Crack Resistance of Polyolefin Geomembranes Using Notched Constant Tensile Load Test
 - 10. ASTM D 5596 Standard Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
 - 11. ASTM D 5994 Standard Test Method for Measuring Core Thickness of Textured Geomembranes

- 12. ASTM D 6392 Standard Test Method for Determining the Integrity of Non-reinforced Geomembrane Seams Produced Using Thermo-Fusion Methods
- B. FTMS 101/2065, "Federal Test Method Standard for Puncture Resistance and Elongation Test."
- C. Daniel, D.E. and R.M. Koerner, (1993), Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities, EPA/600/R-93/182.
- D. U.S.E.P.A., (1991), Technical Guidance Document: Inspection Techniques for the Fabrication of Geomembrane Field Seams, EPA/530/SW-91/051.
- E. NSF Joint Committee on Flexible Membrane Liners, (1993), Standard 54, Flexible Membrane Liners, NSF International.
- F. Geosynthetic Research Institute Test Method GM-5 (b), "Single Point Notched Constant Tensile Load (SP-NCTL) Test for Polyolefin Resin or Geomembranes."
- G. Geosynthetic Research Institute Test Method GM-6, "Pressurized Air Channel Test for Dual Seamed Geomembranes."
- H. **Construction Quality Assurance (CQA) Plan (Appendix A)**

1.3 DEFINITIONS

The following definitions are provided for reference.

- A. OWNER — Williamson County Solid Waste (WCSW)
- B. ENGINEER – Civil & Environmental Consultants, Inc.
- C. CERTIFICATION ENGINEER — individual appointed by the Owner who is responsible for performing tasks outlined in this QA/QC Plan. The Certification Engineer will be selected by WCSW and shall be a registered Professional Engineer in the state of Tennessee.
- D. **HDPE MATERIALS SUPPLIER/CONTRACTOR ("manufacturer" and "installer") – shall mean the party responsible for manufacturing the geomembrane rolls. Also referred to as "Geosynthetic Contractor" referenced in the CQA Plan in Appendix A.**
- E. CONSTRUCTION QUALITY ASSURANCE (CQA) MONITOR – the official representative of the Owner responsible for quality assurance oversight of the project.
- F. Testing Laboratory — one or more laboratories capable of conducting the required conformance and performance laboratory testing of soils and geosynthetics required by this QA/QC Plan.

1.4 QUALITY ASSURANCE FOR GEOMEMBRANE

- A. The installation shall follow the CQA Plan for Williamson County Landfill in Appendix A.

1.5 WARRANTY

- A. Material shall be warranted, on a pro-rata basis against Manufacturer's defects for a period of five (5) years from the date of geomembrane installation.
- B. Installation shall be warranted against defects in workmanship for a period of one (1) year from the date of geomembrane completion.

PART 2 - PRODUCTS

2.1 GEOMEMBRANE LINER

- A. Material shall be 60 mil textured polyethylene geomembrane as shown on the Drawings.
- B. Geomembrane liner material specifications shall follow the requirements in the attached CQA Plan for the Williamson County Landfill site. Refer to Appendix A.

PART 3 - EXECUTION

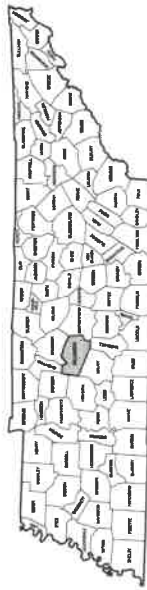
1.1 CONSTRUCTION/INSTALLATION

- A. Installation of geomembrane shall follow the requirements in the attached CQA Plan for the Williamson County Landfill site. Refer to Appendix A.

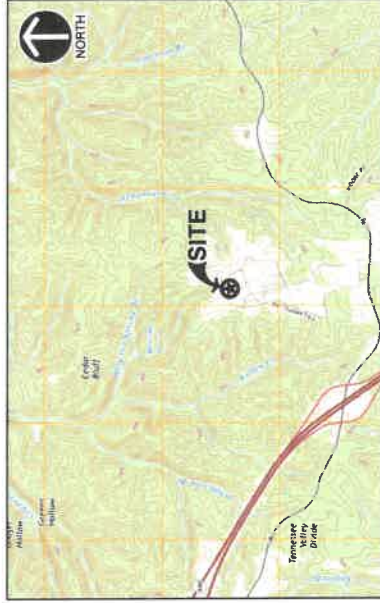
WILLIAMSON COUNTY CLASS III LANDFILL 2022 MINOR MODIFICATION - PHASE 3 HDPE BID SET

CITY OF LEIPER'S FORK

WILLIAMSON COUNTY, TENNESSEE (DML-94-0065)

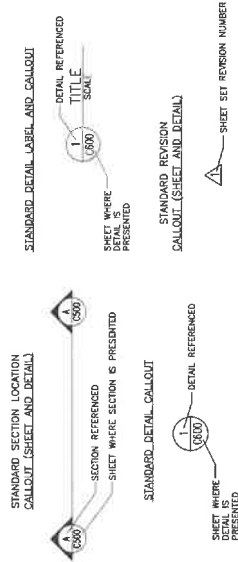


TENNESSEE



MAY 2023

Sheet Number	Drawing Number	Cover Sheet	Sheet Title
1	C000	COVER SHEET	
2	C001	EXISTING CONDITIONS	
3	C200	PROPOSED LEACHATE COLLECTION SYSTEM PLAN	
4	C201	PROPOSED LEACHATE COLLECTION SYSTEM PROFILE	
5	C600	DETAILS	
6	C601	DETAILS	



**FOR BIDDING
PURPOSES ONLY**



**Civil & Environmental
Consultants, Inc.**

117 SEABOARD LANE, SUITE E-100 - FRANKLIN, TN - 37067
615-533-3777 - FAX 615-533-2325
www.candec.com

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SCALE IN FEET

FOR BIDDING
PURPOSES ONLY



DATE	12/12/22
PROJECT NO.	22-001
PROJECT NAME	WILLIAMSON COUNTY CLASS III LANDFILL 2022 MINOR MODIFICATION PHASES 3 HDPE BID PLANS
DESIGNED BY	KEM
CHECKED BY	KEM
DATE	12/12/22

**WILLIAMSON COUNTY
CITY OF LEIPERS FORK
PHASES 3 HDPE BID PLANS
CLASS III LANDFILL 2022 MINOR MODIFICATION
WILLIAMSON COUNTY, TENNESSEE**

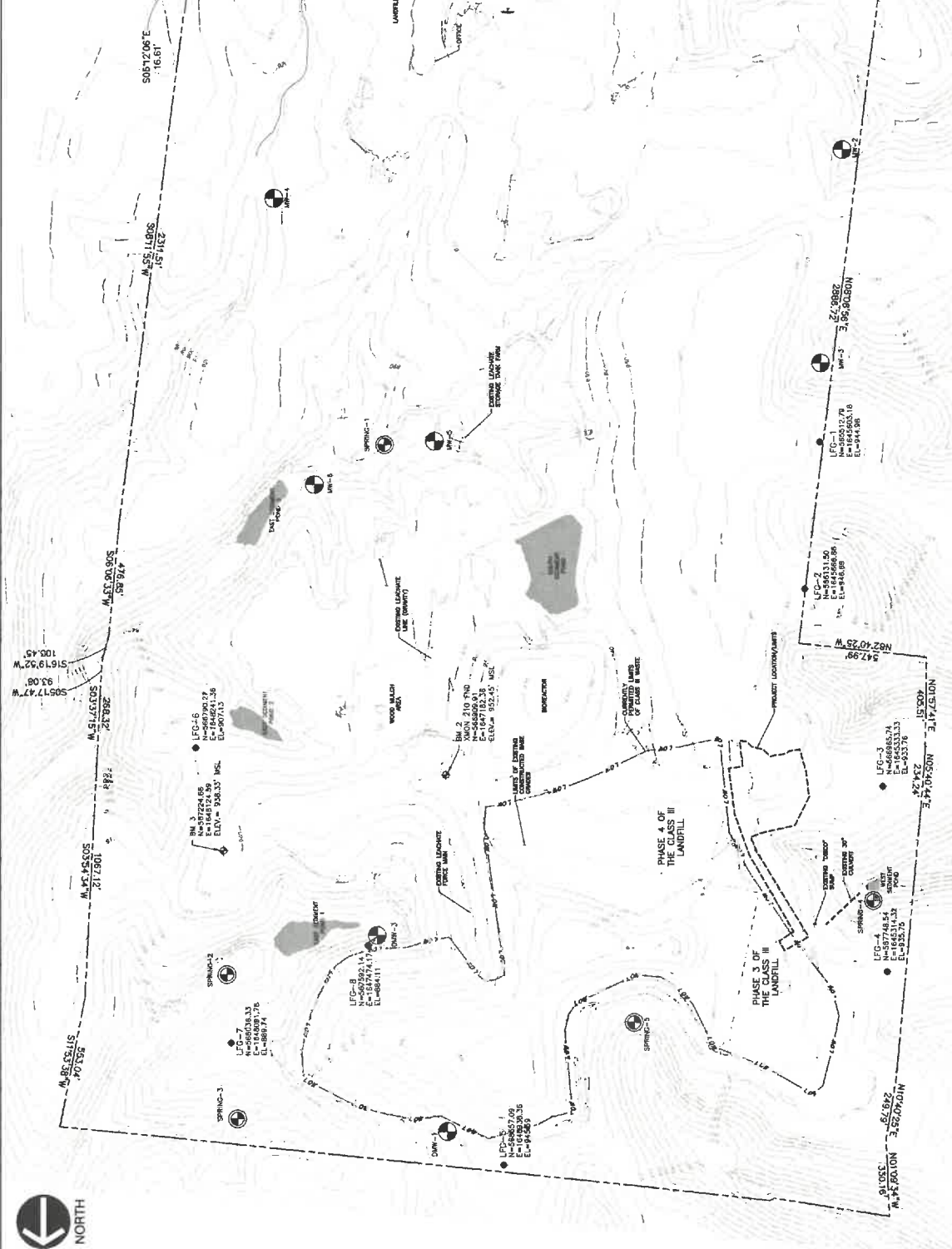


Civil & Environmental Consultants, Inc.
117 Seaboard Lane - Suite B-100 - Franklin, TN 37067
615-333-7797 • 800-783-2828
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NO.	DATE	DESCRIPTION

LEGEND

- LOW
- HIGH
- EXISTING CONTOUR (10' INTERVAL)
- EXISTING CONTOUR (5' INTERVAL)
- EXISTING CONTOUR (2' INTERVAL)
- EXISTING CONTOUR (1' INTERVAL)
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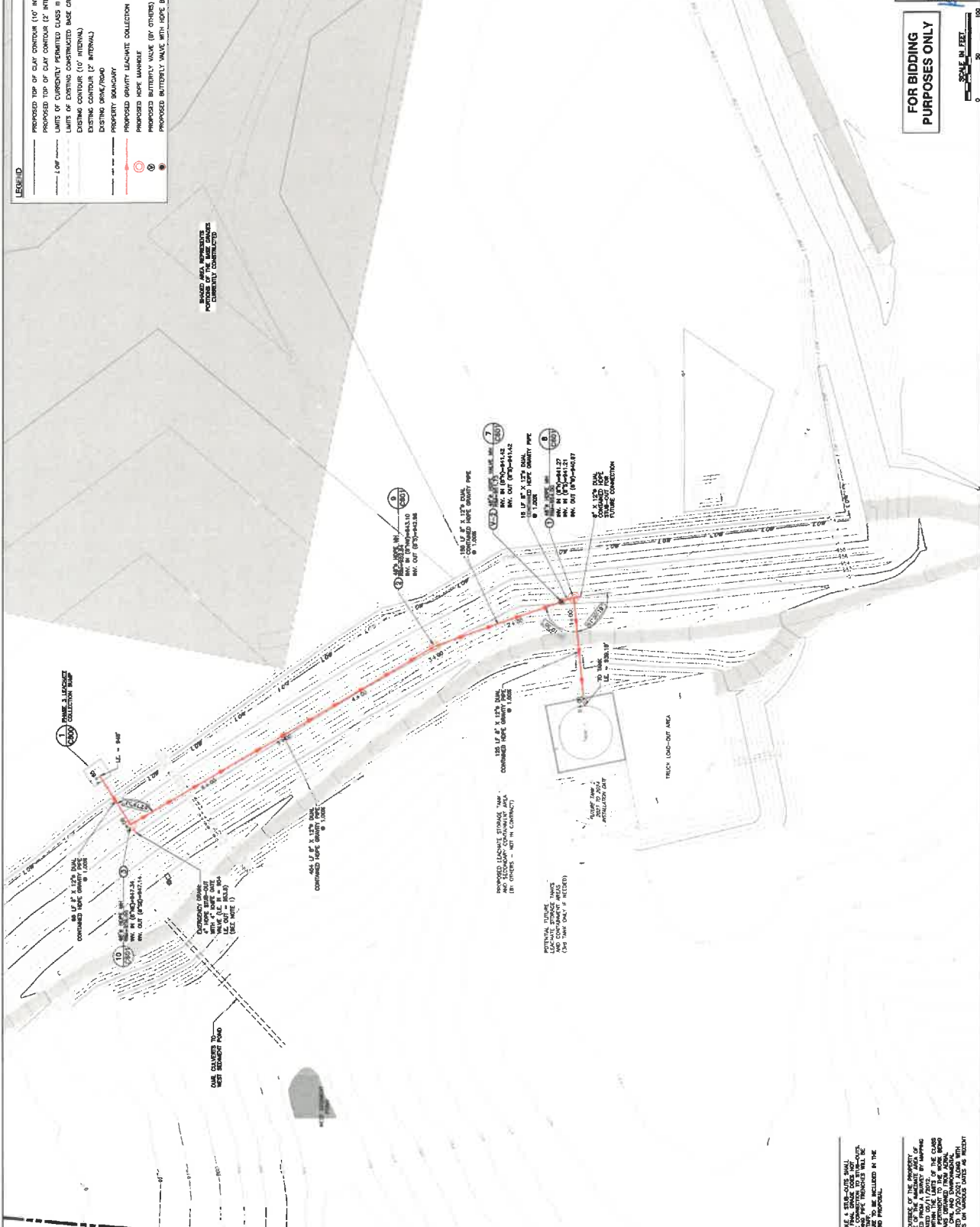


REFERENCE

1. ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Civil & Environmental Consultants, Inc.
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 WWW.CECONC.COM
 615-333-7797 - 800-763-2326

FOR BIDDING PURPOSES ONLY
 SCALE: 1" = 100'
 0 50 100



LEGEND
 PROPOSED TOP OF CLAY CONTOUR (10' INTERVAL)
 LIMITS OF CURRENTLY PERMITTED CLAS IN WASTE
 LIMITS OF EXISTING CONSTRUCTED BASE GRADE
 CLAY CONTOUR (10' INTERVAL)
 CLAY CONTOUR (2' INTERVAL)
 PROPOSED SANITARY LEACHATE COLLECTION PIPE
 PROPOSED 6\"/>

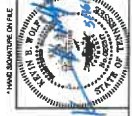
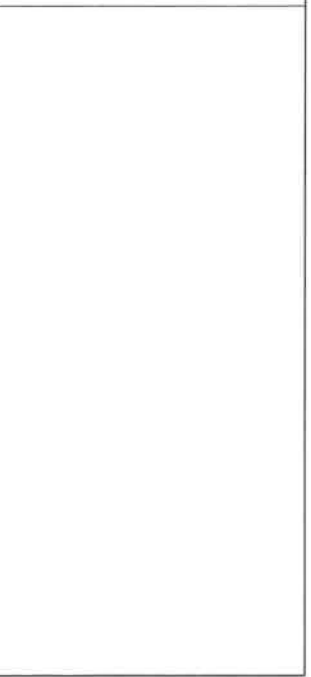
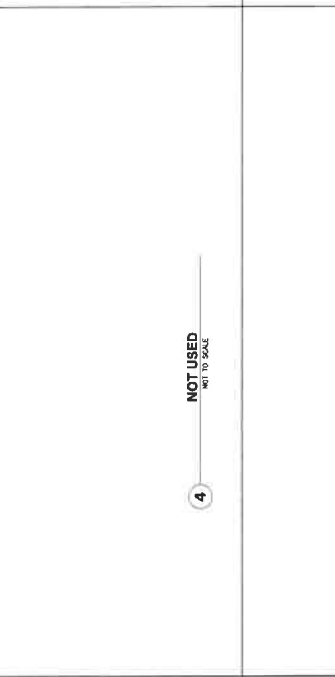
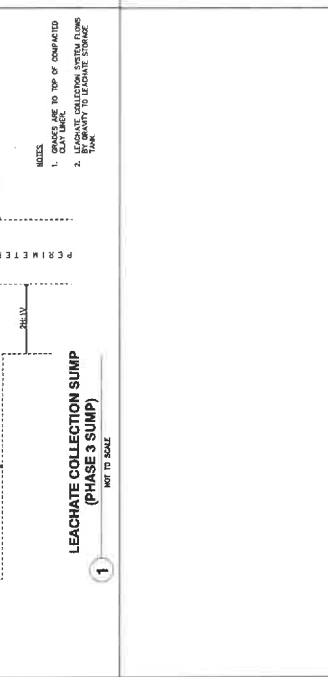
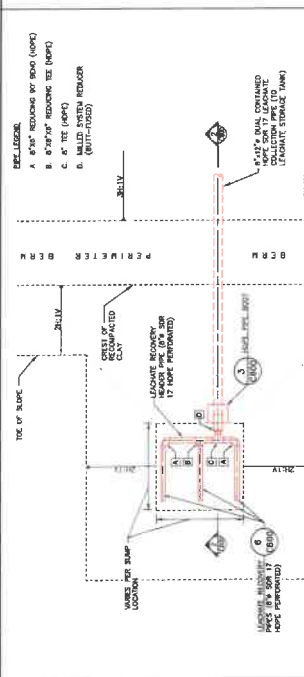
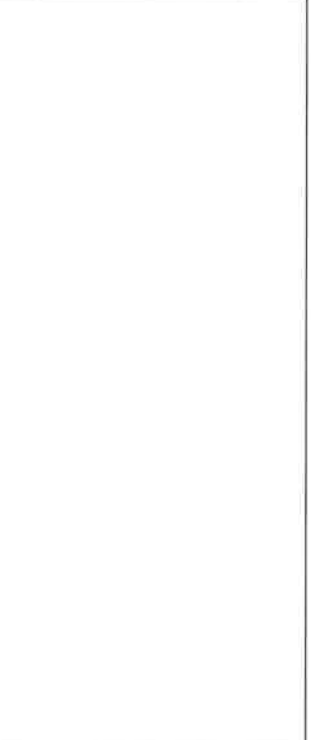
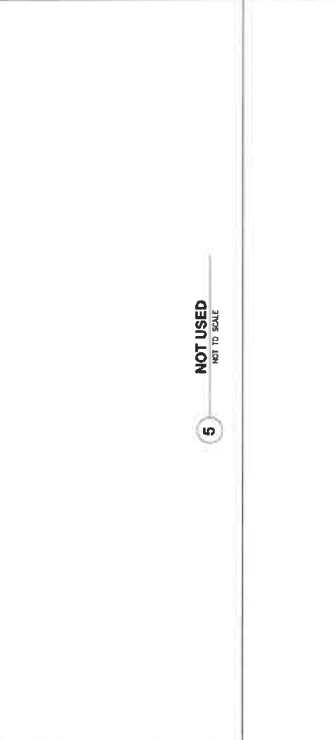
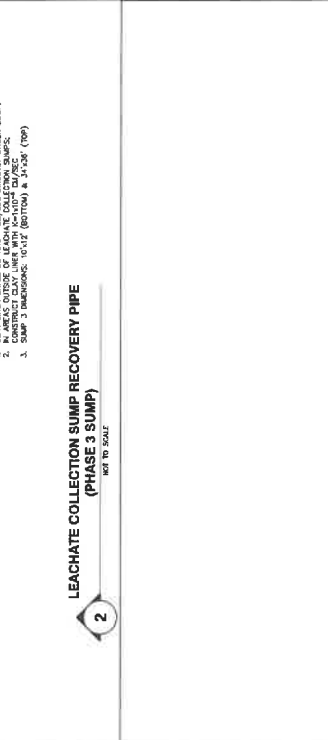
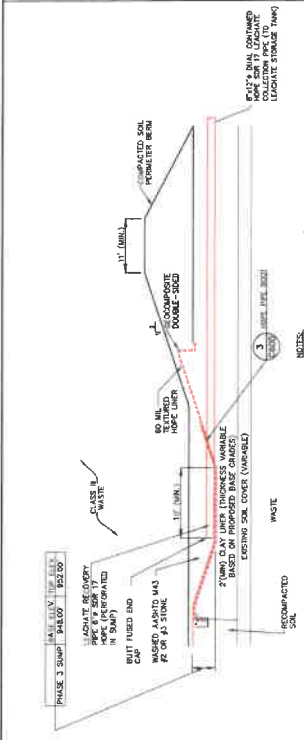
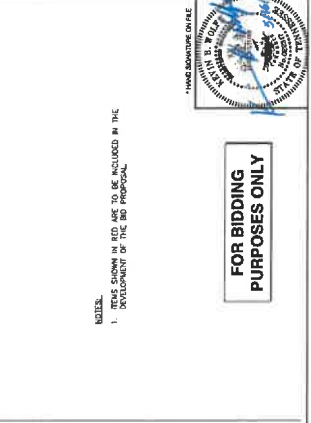
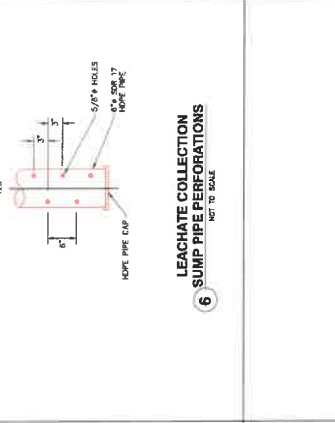
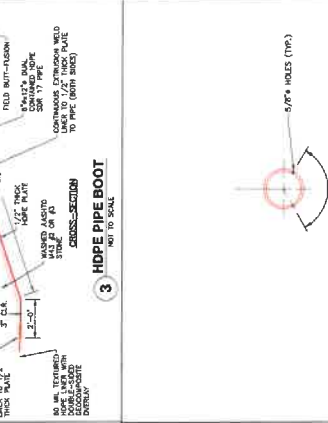
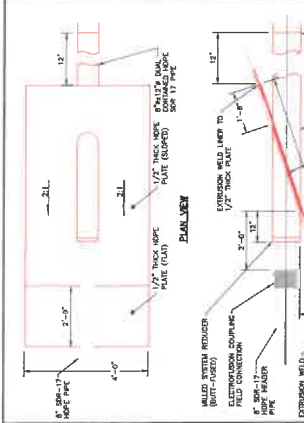
NOTES
 1. PHASE 3 AND PHASE 4 SUB-SIZE SHALL BE DETERMINED BY THE CONTRACTOR BASED ON THE ACTUAL CONDITIONS OF THE SITE.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE BID PROPOSAL.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PLAN.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SCHEDULE.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COST ESTIMATE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION RISK ASSESSMENT.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SAFETY PLAN.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION QUALITY CONTROL PLAN.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COMMUNICATIONS PLAN.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ENVIRONMENTAL MONITORING PLAN.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SOCIAL RESPONSIBILITY PLAN.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ETHICS PLAN.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COMPLIANCE PLAN.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION RECORD MANAGEMENT PLAN.
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ARCHIVING PLAN.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INFORMATION MANAGEMENT PLAN.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION KNOWLEDGE MANAGEMENT PLAN.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INNOVATION PLAN.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SUSTAINABILITY PLAN.
 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION RESILIENCE PLAN.
 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SECURITY PLAN.
 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION EMPLOYEE WELFARE PLAN.
 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COMMUNITY ENGAGEMENT PLAN.
 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION REPUTATION MANAGEMENT PLAN.
 26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION BRAND MANAGEMENT PLAN.
 27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CUSTOMER EXPERIENCE PLAN.
 28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PARTNER ENGAGEMENT PLAN.
 29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SUPPLIER ENGAGEMENT PLAN.
 30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INVESTOR ENGAGEMENT PLAN.
 31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION MEDIA ENGAGEMENT PLAN.
 32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INFLUENCER ENGAGEMENT PLAN.
 33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CROWDFUNDING PLAN.
 34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION DONATION PLAN.
 35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION VOLUNTEER PLAN.
 36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION MENTORSHIP PLAN.
 37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SCHOLARSHIP PLAN.
 38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION FOUNDATION PLAN.
 39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ENDOWMENT PLAN.
 40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CHARITABLE GIVING PLAN.
 41. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SOCIAL INVESTING PLAN.
 42. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION IMPACT INVESTING PLAN.
 43. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ETHICAL INVESTING PLAN.
 44. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SUSTAINABLE INVESTING PLAN.
 45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION RESPONSIBLE INVESTING PLAN.
 46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SMART INVESTING PLAN.
 47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION DIGITAL INVESTING PLAN.
 48. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INCLUSIVE INVESTING PLAN.
 49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION DIVERSITY INVESTING PLAN.
 50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION EQUITY INVESTING PLAN.
 51. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SOCIAL JUSTICE INVESTING PLAN.
 52. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ENVIRONMENTAL INVESTING PLAN.
 53. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CLIMATE INVESTING PLAN.
 54. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ENERGY INVESTING PLAN.
 55. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION WATER INVESTING PLAN.
 56. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION WASTE INVESTING PLAN.
 57. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION OCEAN INVESTING PLAN.
 58. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SPACE INVESTING PLAN.
 59. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION AIR INVESTING PLAN.
 60. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION LAND INVESTING PLAN.
 61. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SOIL INVESTING PLAN.
 62. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PLANT INVESTING PLAN.
 63. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ANIMAL INVESTING PLAN.
 64. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HUMAN INVESTING PLAN.
 65. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CULTURE INVESTING PLAN.
 66. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HERITAGE INVESTING PLAN.
 67. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION IDENTITY INVESTING PLAN.
 68. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION BELIEF INVESTING PLAN.
 69. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ETHICS INVESTING PLAN.
 70. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION INTEGRITY INVESTING PLAN.
 71. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HONESTY INVESTING PLAN.
 72. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION FAITH INVESTING PLAN.
 73. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HOPE INVESTING PLAN.
 74. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION CHARITY INVESTING PLAN.
 75. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION KINDNESS INVESTING PLAN.
 76. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PATIENCE INVESTING PLAN.
 77. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HUMILITY INVESTING PLAN.
 78. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION MODESTY INVESTING PLAN.
 79. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SELF-CONTROL INVESTING PLAN.
 80. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION DISCIPLINE INVESTING PLAN.
 81. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PERSEVERANCE INVESTING PLAN.
 82. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COURAGE INVESTING PLAN.
 83. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION BRAVERY INVESTING PLAN.
 84. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COURTESY INVESTING PLAN.
 85. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION POLITENESS INVESTING PLAN.
 86. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION TOLERANCE INVESTING PLAN.
 87. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COMFORT INVESTING PLAN.
 88. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION HARMONY INVESTING PLAN.
 89. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION UNITY INVESTING PLAN.
 90. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COHESION INVESTING PLAN.
 91. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COOPERATION INVESTING PLAN.
 92. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION TEAMWORK INVESTING PLAN.
 93. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION SYNERGY INVESTING PLAN.
 94. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PARTNERSHIP INVESTING PLAN.
 95. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COLLABORATION INVESTING PLAN.
 96. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ALLIANCE INVESTING PLAN.
 97. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PARTNERSHIP INVESTING PLAN.
 98. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION COLLABORATION INVESTING PLAN.
 99. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION ALLIANCE INVESTING PLAN.
 100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE CONSTRUCTION PARTNERSHIP INVESTING PLAN.

NO.	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
 117 Salsbord Lane, Suite B-100, Franklin, TN 37067
 615-653-7797 • 800-783-2328
 www.civilandenvironmental.com

**WILLIAMSON COUNTY
 CLASS III LANDFILL 2022 MINOR MODIFICATION
 PHASES 3 HDPE BIOD PIPES FORK
 CITY OF LEIPERS FORK
 WILLIAMSON COUNTY, TENNESSEE**

APPROVED BY:	DATE:
PROJECT NO.:	DATE:
DESIGN NO.:	DATE:
DATE:	DATE:
DATE:	DATE:
DATE:	DATE:



FOR BIDDING PURPOSES ONLY

NOTES:
 1. THESE DRAWINGS IN RED ARE TO BE INCLUDED IN THE DEVELOPMENT OF THE BID PROPOSAL.

3 HDPE PIPE BOOT
NOT TO SCALE

6 LEACHATE COLLECTION SUMP PIPE PERFORATIONS
NOT TO SCALE

2 LEACHATE COLLECTION SUMP RECOVERY PIPE (PHASE 3 SUMP)
NOT TO SCALE

5 NOT USED
NOT TO SCALE

1 LEACHATE COLLECTION SUMP (PHASE 3 SUMP)
NOT TO SCALE

4 NOT USED
NOT TO SCALE

NO.	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
 117 Salsford Lane, Suite E-100, Franklin, TN 37067
 615-233-7779 / 606-763-2328
 www.civil.com

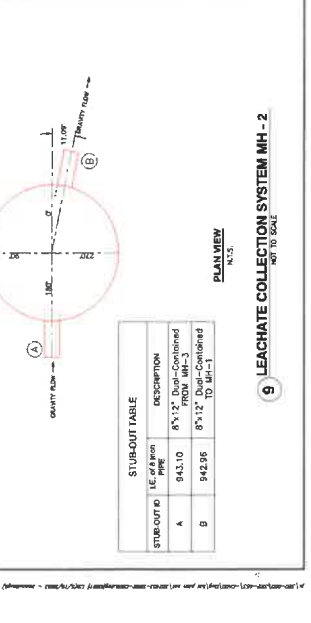
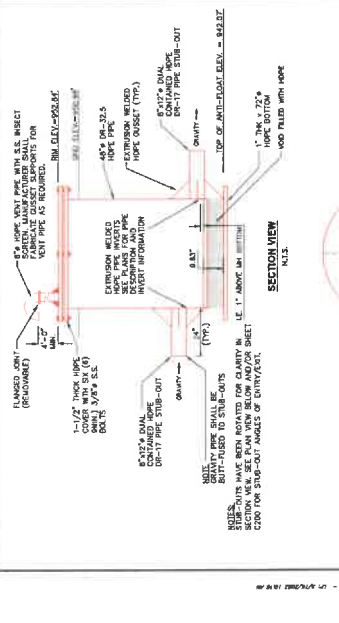
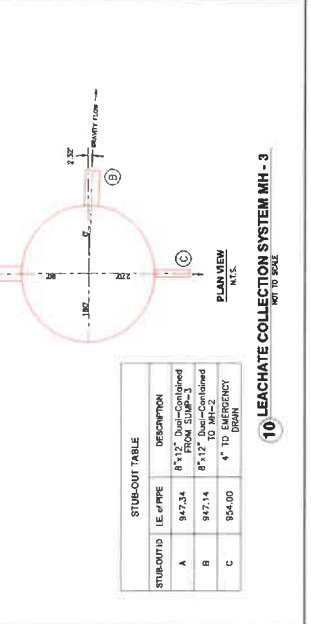
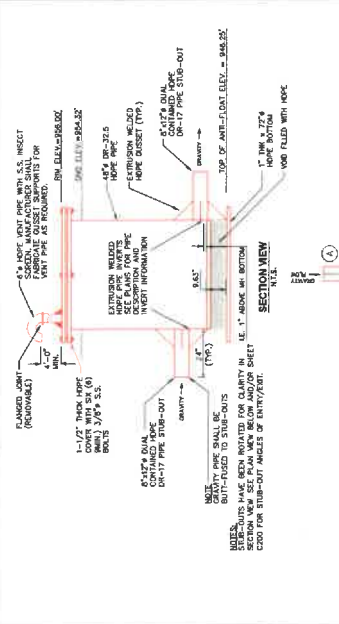
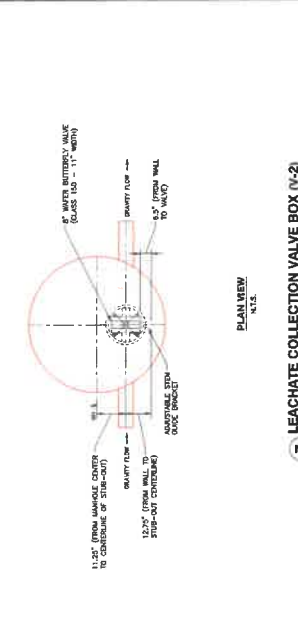
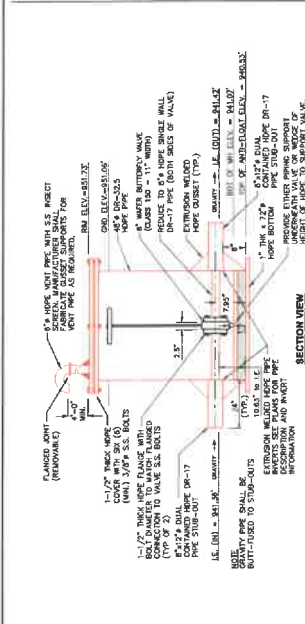
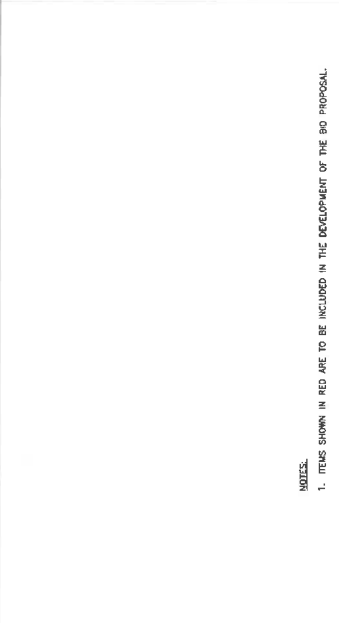
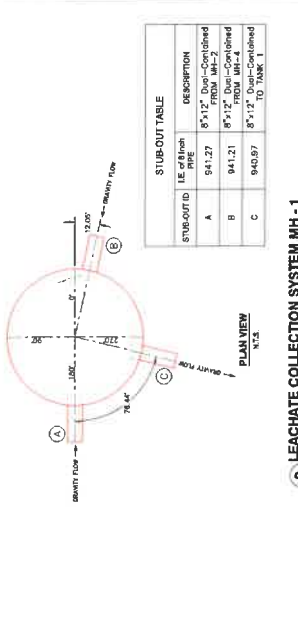
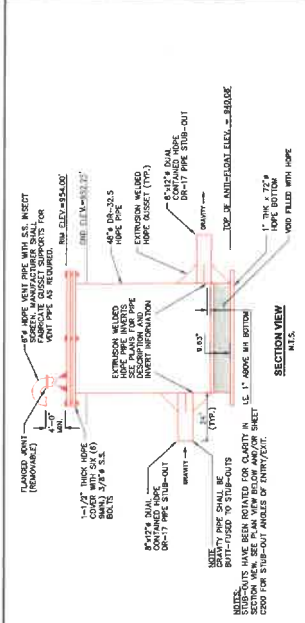


WILLIAMSON COUNTY
 PHASE 3 HOPE BID PLANS
 CITY OF LEPPERS FORK
 WILLIAMSON COUNTY, TENNESSEE
 CLASS III LANDFILL 2022 MINOR MODIFICATION

DATE	SCALE	PROJECT NO.	APPROVED BY



FOR BIDDING
 PURPOSES ONLY



STUB-OUT ID	IE of PIPE	DESCRIPTION
A	841.27	8\"/>
B	841.21	8\"/>
C	840.97	8\"/>

STUB-OUT ID	IE of PIPE	DESCRIPTION
A	847.34	8\"/>
B	847.14	8\"/>
C	854.00	4\"/>

STUB-OUT ID	IE of PIPE	DESCRIPTION
A	943.10	8\"/>
B	942.96	8\"/>

STUB-OUT ID	IE of PIPE	DESCRIPTION
A	943.10	8\"/>
B	942.96	8\"/>

NOTES:
 1. ITEMS SHOWN IN RED ARE TO BE INCLUDED IN THE DEVELOPMENT OF THE BID PROPOSAL.

ENGINEER'S ESTIMATE OF QUANTITIES*			
ITEM	ESTIMATED QTY	UNITS	COMMENTS
8"x12" Dual Contained HDPE DR 17 pipe	765	linear ft.	Dual contained gravity pipes (Solid)
8" HDPE DR 17 leachate pipe	20	linear ft.	Sump header single wall pipe (solid) in Phase 3 Sump and Run from Tank Containment Wall to Tank Inlet
8"x12" DR 17 Dual Contained To Single-Wall 8" DR 17 Pipe Transition Fitting	1	ea.	Transition at Wall of Tank Containment Area
6" HDPE DR 17 leachate pipe	24	linear ft.	Sump leachate recovery single wall pipe (Perforated)
8" HDPE DR 17 Tee	1	ea.	Sump header pipe Tee
8"x6"x8" HDPE DR 17 Reducing Tee	1	ea.	Sump leachate recovery pipe Tee connection to header pipe
8"x6" HDPE DR 17 Reducing 90-deg. Bend	2	ea.	Sump leachate recovery pipe 90-deg connection to header pipe
8" Milled system reducer (butt-fused)	1	ea.	Transition connection from dual contained to single wall pipe at sump
6" HDPE DR 17 end cap	3	ea.	Sump collection pipe end cap
HDPE Liner Penetration boot	1	ea.	Leachate pipe penetration at sump
60 mil textured geomembrane	1,900	sq. ft.	Sump Liner
200 mil, 8oz/yd2 double sided geocomposite	1,900	sq. ft.	Sump Liner drainage net
One (1) 48"-dia. HDPE DR 32.5 Valve box	1	ea.	Gravity Leachate collection system valve box
Valve Box 2 (V-2) height	11	ft.	
48"-dia. HDPE DR 32.5 Manholes:	3	ea.	Gravity Leachate collection system manholes
MH-1 height	13	ft.	
MH-2 height	13	ft.	
MH-3 height	9	ft.	

*Engineer's estimated quantities are shown. HDPE MATERIALS SUPPLIER/CONTRACTOR is responsible for calculating his/her own quantities to complete this Work.

BID TABULATION FORM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	LUMP SUM COST (\$)
1	8"x12" Dual Contained HDPE DR 17 pipe plus centralizers		Linear Ft.	
2	8" HDPE DR 17 Leachate Pipe for Phase 3 Sump		Linear Ft.	
3	8" HDPE DR 17 Leachate Pipe From Concrete Containment Wall to New Tank Inlet		Linear Ft.	
4	8"x12" DR 17 Dual Contained To Single-Wall 8" DR 17 Pipe Transition Fitting	1	Lump Sum	
5	6" Perforated HDPE DR 17 Leachate Pipe for Phase 3 Sump		Linear Ft.	
6	8" HDPE DR 17 Pipe Fittings and Appurtenances	1	Lump Sum	
7	6" HDPE DR 17 Pipe Fittings and Appurtenances	1	Lump Sum	
8	HDPE Liner Penetration Boot Assembly for Phase 3 Sump	1	Lump Sum	
9	60 Mil Textured Geomembrane for Phase 3 Sump		Sq. Ft.	
10	200 mil, 8oz/yd ² Double Sided Geocomposite - Phase 3 Sump		Sq. Ft.	
11	One (1) 48"-Dia. HDPE DR 32.5 Valve box (V-2)	1	Lump Sum	
	<i>48"-Dia. HDPE DR 32.5 Manholes:</i>			
12	Manhole MH-1	1	Lump Sum	
13	Manhole MH-2	1	Lump Sum	
14	Manhole MH-3	1	Lump Sum	
15	Field Installation Services - Geomembrane and Geocomposite for Phase 3 Sump (Assume One Mobilization)	1	Lump Sum	
16	Field Installation Services - Butt-Fusion of Piping (Assume One Mobilization)	1	Lump Sum	
Total for All Items (Total Lump Sum \$)				

- Notes:**
1. All work shown on bid form shall comply with the technical specifications of the Contract Documents.
 2. Costs shall include required taxes, materials, fabrication, labor services, freight, and all ancillary costs.

Company Name _____

Company Address _____

Printed Name _____

Authorized Signature _____

Email Address _____

Phone _____

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: _____

**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: _____

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: _____

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: _____

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: _____

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: _____

**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

VIII. AGREEMENT FOR THE PURCHASE OF SERVICES AND GOODS

THE TERMS OF THIS FORM CONTRACT ARE SUBJECT TO CHANGE

CONTRACT FOR MATERIAL AND WORK

WILLIAMSON COUNTY LANDFILL RELOCATION OF A GRAVITY-FLOW LEACHATE TRANSPORT SYSTEM

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 materials and pipe-joint installation associated with the relocation of the gravity-flow leachate transport system. County and Contractor mutually agree as follows:

1. Definitions.

- A. "Contract" means this document signed by the County and Contractor, the construction plans and specifications provided by the Engineer, the County's Request for Proposal, and 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 request for proposals.
- B. "Contract Documents" means all documents that have been acknowledged in writing by the parties that relate to the provision of material and Work and the satisfaction of the parties obligations contained in this Contract including Contractor's response to the County's request for proposal.
- C. "Contractor's Proposal" means the proposal submitted by Contractor in response to the County's Request for Proposal.
- D. "Department" means the Williamson County Solid Waste Department.
- E. "Director" means the Williamson County Solid Waste Department Director.
- F. "Engineer" means Civil & Environmental Consultants, Inc.
- G. "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.
- H. "Landfill" means the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee.
- I. "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.
- J. "Materials" means the piping, manholes, and all appurtenances necessary to relocate the gravity leachate transport line as is more specifically defined under section 3 of the Scope of Work.
- K. "Project" means the relocation of the gravity-flow leachate transport system at the Williamson County Landfill.
- L. "Request for Proposal" means the County's Request for Proposal for Leachate Transport Piping, Manholes, and Appurtenances for the Landfill;
- M. "Scope of Work" means the provision of labor, material, transportation, equipment, and all activities relating thereto required to fulfill Contractor's obligations as is more particularly described under the Scope of Work and Specifications included in the Request for Proposal and the construction plans provided by the Engineer.

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

O. "Work" means the work needed to complete the Work provided in the Scope of Work in the County's Request for Proposal 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 Proposal, this Contract shall govern;
2. As between the Request for Proposal and the Contractor's Proposal, the Request for Proposal 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. In no event shall the term of the Contract extend beyond 5 years.

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. The Contractor has become familiar with the Landfill site and the local conditions under which the Contractor is to provide the Work;
- D. The Contractor is financially solvent and has sufficient working capital to perform the Work and all other obligations under this Contract;
- E. 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;
- F. 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;

G. 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

H. 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. The provision, furnishing, and the prompt payment therefor, of labor, supervision, Work, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities required for construction and all necessary building permits and other permits required for the construction of the Project, including any use or similar permit(s) that may be required before the completed Project may be put in use.

B. The Contractor shall not perform Work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs 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 Architect/Engineer, Construction Manager, and Williamson County, the Contractor shall be responsible for such Work.

C. Ensure that all Work strictly conforms to the requirements of the Contract Documents.

D. The Contractor shall strictly supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

E. Contractor covenants with the County to furnish Contractor's best skill and judgment to a level and in a manner acceptable by other similar contractors or entities providing similar Work or work. Contractor agrees to furnish efficient business administration and superintendence and use Contractor's best efforts in the provision of Work in an expeditious and economical manner consistent with the interests of the County and the terms and obligations of this Contract.

F. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the Work and tasks undertaken and that all Work will strictly comply 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. Contractor shall bear full responsibility for the acts or inaction of his employees, subcontractors, agents or other individuals providing any part of the Work on behalf of the Contractor.

G. The Contractor shall comply with all legal requirements applicable to the Work and shall obtain and pay for all required permits, fees, and licenses customarily obtained by a Contractor. Any required permits for sites used for the disposal and/or stockpiling of material must be obtained, and copies must be provided by Contractor to Engineer and Williamson County. The Contractor shall be responsible for any costs of transporting and moving materials to and from the Landfill.

H. The Contractor shall employ and maintain at the Landfill only competent supervisory personnel. 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 Engineer and the Williamson County Property Manager. The Contractor shall provide updated information should the name of the responsible supervisory personnel change.

- I. The Contractor shall maintain the project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the project site of all debris, trash, and excess materials or equipment.
- J. The Work shall be completed according to the time requirements defined in this Contract or as provided to Contractor by the Engineer and shall be completed within the specific time constraints applicable to the situation.
- K. If the County determines that the Scope of Work needs to be revised to provide the Work or achieve any obligation or responsibility of Contractor, then the Contractor agrees to revise the Scope of Work at the direction of the Director.

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 _____ . 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. A detailed invoice shall be submitted by the Contractor to the Department once Final Completion is achieved. The County may request that additional information be included on the Contractor's invoice related to the Work provided.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

H. 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. **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. ***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.***

8. **Warranty.**

- A. Contractor warrants that all 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 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. Contractor warrants the Work will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one (1) year following the date of Final Completion. During the warranty period, Williamson County may, at its option, request that Contractor conduct Work to correct the deficiencies causing the defect in the Work, 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.

9. **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.

10. 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.

11. 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 that are discovered during the construction of the Project. 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, January 6, 2006 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.

12. 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.

13. **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 AGREEMENT, 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 AGREEMENT 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.**

14. **Termination.**

- A. Should Contractor fail to fulfill in a timely and proper manner its material obligations under this Contract or if Contractor should violate any of the material terms of this Contract, County will 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.
- B. 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.

- C. 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. County may immediately terminate this Contract upon the provision of notice to Contractor should the County's legislative body fail to appropriate funds for the provision of the Work.
- E. The parties may agree in writing to terminate this Contract at anytime.

15. **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 8. 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.

16. **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. 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.

17. **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 haul the minimum amount of Leachate required by this Contract in a 24 hour period or to properly dispose of any Leachate at a TDEC-permitted wastewater treatment plant, and with disposal being in compliance with all Federal, State, and local laws and regulations.

18. **Governmental Regulations.** Contractor shall comply with all federal, state and local rules, laws and regulations. Contractor is responsible for obtaining all necessary licenses and permits for hauling of Leachate, at its own cost, and shall provide a copy of the same to County along with a copy of the licenses and permits of the wastewater treatment facilities selected by the Contractor.

19. **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.

20. **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;
- 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 process of loading, transporting and disposing of the Leachate 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; or (v) the transport, treatment, storage, collection, disposal or arrangement for the disposal of the Leachate; 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.

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.

21. **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.

22. **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.

23. **Assignment.** The provisions of this Contract are not assignable.

24. **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.

25. **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.

26. **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 County.

27. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force*

majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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
1320 West Main Street, Suite 125
Franklin, TN 37064

2) If to Contractor _____

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

Last Item on Page