



WILLIAMSON COUNTY

Leslie Mitchell, CPPO, CPPB
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January 9, 2018

To Whom It May Concern:

Williamson County is accepting bids for mowing for various zones for the Parks and Recreation Department. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

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 bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened Thursday, February 1, 2018, 2:00 p.m. Bids should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Mowing for Parks and Rec Department, February 1, 2018, 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 proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine or e-mail.

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 an *Ethical Standards Affidavit*, *Iran Divestment Act 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 lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on January 25, 2018. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

LM/lw

Enclosure

**Minimum Mowing Specifications
For
Williamson County Parks & Recreation Department**

Note to Bidders:

Some parks and gates will be locked, get keys from Parks for access and always lock gates when finished.

Owner/operator of equipment at parks must be 21 or older.

All owner/operators must meet insurance requirements listed in packet.

Cutting will begin approximately 1st week of April and end, approximately, October 31. Low bidders will be contracted about when to start work and cutting cycles.

Williamson County Parks & Recreation Department will determine cycle of cuts. **Example: Twice a week, once a week, every 10 days, etc.**

Twice a week ballfield cutting shall be either Monday/Thursday cycle or Tuesday/Friday cycle...

On-site pre-bid inspections will be available. Contact Cliff Pewitt @ 642-2606 or Tony Jones @ 642-2608 for an appointment.

Grass Cutting will take place M-F from daylight until 4:30 pm.

Williamson County reserves the right to cancel any agreement with a 10-day written notice to vendor.

All paper and trash must be picked up prior to mowing.

Do not open gates, move trash can holders with mowers. Get off mowers to open and move these, because of previous damage done, grasscutters will be held responsible for damage.

Weed eating around bleachers, ditches, and any area needing weed eating is required. All weed eating directed by Williamson County Parks & Recreation Department at bid site will be done at no extra charge.

Use extreme caution at sites where people are present.

During periods of dry or drought conditions, Call Cliff Pewitt 642-2606 OR Tony Jones 642-2608 for approval of any cutting.

All bidding by vendors this year will be in zones. Bidders must bid each individual site in the zones, and then list the total price per zone.

Bidders can bid all zones, bid must rank each zone in priority that you would want it to be awarded to you.

Vendors are responsible financially for any damage to or at the park sites, i.e., fences, gates, buildings, windows, vehicles and irrigation.

Vendors must submit invoice to Williamson County Parks & Recreation Department before payment will be made. **INVOICES MUST BE SENT EVERY WEEK OR EVERY TWO WEEKS; THERE ARE NO OTHER OPTIONS!!**

VENDORS SIGNATURE _____

NORTH ZONE

BRENTWOOD CIVITAN

Price Per Cut

*Located directly behind Lipscomb Elementary School
8011 Concord Road, Brentwood, Tn*

Watch for kids, do not cut near children, move another
Another part of the property. Use extreme caution.

**Note: School used ball fields for their P.E. classes,
Best cutting time is between 3:00 and 5:00 PM**

Mon. – Fri. or before 8:00 Am

Heavy congestion due to cars and bus pickup at school

1. Six (6) ballfields and common grounds, weed eat when needed..... \$ _____

OLD GRASSLAND PARK

Located at 6803 Manley Lane off Hillsboro Road (next to Grassland Middle School)

(Watch for children) Use Extreme Caution

1. Two ballfields located next to Grassland Middle School
and football field behind school (practice field only)..... \$ _____

NEW GRASSLAND PARK

Located on 6759 Manley Lane past Grassland Elementary School

1. Four ballfields in quad
Two ballfields across the street on upper hillside
One tee ball
Three little practice fields near school playground..... \$ _____
2. All common grounds
(Caution Irrigation at Site)..... \$ _____

BRENTWOOD INDOOR SPORTS FACILITY

Located in Brentwood 920 Heritage Way

Detail cutting, and weed eating, including small grass parking

Area on north side of property..... \$ _____

TOTAL FOR NORTH ZONE \$ _____

BID RANK _____

Company Name _____

Use extreme caution when people are present at parks while you are cutting.

SOUTH ZONE**Price Per Cut****Heritage Park**

*Located at 4800 block of Columbia Pike, above
Heritage Middle School campus.*

*The three ball fields and common area above the
Maintenance road that runs above the football
Field.*

- | | |
|--|----------|
| 1. Three ball fields and 2 tee ball fields | \$ _____ |
| 2. Common grounds & weed eat where needed..... | \$ _____ |

Burwood Center

Located at 5435 Carter's Creek Pike

- | | |
|---|----------|
| 1. Cut enclosed fenced property and ditch at road | \$ _____ |
|---|----------|

Bethesda Rec & Ball Fields

Located at 4907 Bethesda Road, next to Bethesda Elementary School

- | | |
|--|----------|
| B. Recreation Center common grounds, including two large
'banks' of grass at entrance and along back of outfield fences
to road..... | \$ _____ |
| 2. Five (5) ball fields & weed eat where needed..... | \$ _____ |

Longview Recreation Complex

Located off Columbia Pike, 2909 Commonwealth Drive, Spring Hill, TN 37174

- | | |
|---|----------|
| 1. Detailed cutting at whole site | \$ _____ |
|---|----------|

Flat Creek Community Center

6997 Giles Hill Road, College Grove, TN 37046

- | | |
|---|----------|
| 1. Cut all areas around building down to pavilion | \$ _____ |
|---|----------|

TOTAL FOR SOUTH ZONE	\$ _____
-----------------------------	-----------------

BID RANK	_____
-----------------	--------------

Company Name _____

Use extreme caution when people are present at parks while you are cutting.

WEST ZONE**Price Per Cut****Fairview Rec Center**

Located at 1928 Fairview Boulevard, Fairview, Tn.

1. Cut the entire grounds around center and pool \$ _____

2. Soccer and football fields \$ _____

(Do not blow grass onto pool deck area)

Fairview Ball Park

*Highway 96 West, approximately ½ mile off Highway 100, 214 Hwy 96 West,
Fairview, Tn.*

1. Four (4) ballfields..... \$ _____

2. Common areas..... \$ _____

Fairview Library

710 Fairview Blvd. West

Detail cutting at site \$ _____

Greenbrier Community Center

*5964 Greenbrier Road Greenbrier Community (go approx. 3 miles
Past Fox's Grocery)*

Cut property around center and playground..... \$ _____

Hillsboro Rec & Ballfields

5325 Old Highway 96 West

(1). Three (3) ballfields \$ _____

(2). Cut around Recreation Building, all ditches and common areas,
and bank by road that fronts property..... \$ _____

TOTAL FOR WEST ZONE \$ _____

BID RANK _____

Company Name _____

- **Use extreme caution when people are present at parks while you are cutting.**

EAST ZONE

New Nolensville Park

Located 500 yards on left on Rocky Fork Road off Nolensville Road

- | | <u>Price Per Cut</u> |
|--|-----------------------------|
| 1. Four ballfields and one football field..... | \$ _____ |
| 2. Common grounds..... | \$ _____ |

Old Nolensville Rec and Ballfields

Located next to New Nolensville Rec Center

7200 Block of Nolensville Road

- | | |
|--|----------|
| 1. Three ballfields, common grounds & front ditch..... | \$ _____ |
|--|----------|

Nolensville Recreation Center Grounds

7250 Nolensville Road

- | | |
|--|----------|
| 1. Cut all grounds around center, weed eat where needed..... | \$ _____ |
|--|----------|

Nolensville Library

Located at 915 Oldham Drive

- | | |
|--------------------------------|----------|
| 1. Detail cutting at site..... | \$ _____ |
|--------------------------------|----------|

Gregory Park (Nolensville Soccer)

1900 Johnson Industrial Circle

- | | |
|---|----------|
| 1. Large, flat soccer fields, grass parking area and corner lot behind church | \$ _____ |
|---|----------|

Osburn Park

2904 Old Horton Hwy

- | | |
|---|----------|
| 1. Cut four soccer fields, also the common area grounds | \$ _____ |
|---|----------|

Triune Saddle Club & Community Center

Located 8021 Horton Hwy.

- | | |
|--------------------------|----------|
| 1. Cut all grounds | \$ _____ |
|--------------------------|----------|

College Grove Rec

Located at 8607 Horton Highway

- | | |
|--|----------|
| 1. Cut all grounds around Center, weed eat where needed..... | \$ _____ |
|--|----------|

College Grove Ball Park

Located 6665 Arno-College Grove Road, directly across the street from the College Grove Elementary School.

- | | |
|---|----------|
| 1. Two (2) ballfields at park and third ballfield across at school..... | \$ _____ |
| 2. Common area and ditch that fronts road at ball park | \$ _____ |

Trinity Park

Located 3680 North Chapel Road, approximately ½ mile off Highway 96 East, Behind Trinity Elementary School.

- | | |
|--|----------|
| 1. Four (4) ballfields include small t-ball field..... | \$ _____ |
| 2. Three soccer fields | \$ _____ |
| 3. Large common area, weed eat where needed..... | \$ _____ |

TOTAL FOR EAST ZONE \$ _____

BID RANK _____

- **Use extreme caution when people are present at parks while you are cutting.**

CENTRAL ZONE

Price Per Cut

Williamson County Public Library
1314 Columbia Avenue

1. Franklin, Tn, 37064.....\$ _____

Cheek Park common grounds

Located off Hillsboro Rd., turn on Claude Yates drive next to FHS

1. 1All grounds except two lighted fenced fields, cut only common grounds
2. And one practice soccer field..... \$ _____

Franklin Girl's Softball

Located next to Franklin High School Stadium

1. Four small fields..... \$ _____
2. Common grounds and area beyond Field "A" outfield fence \$ _____

Animal Control Grounds

Located off Hillsboro Rd., turn on Claude Yates Dr.

Next to F.H.S. (Franklin High School)

1. Common grounds surrounding Animal Control Building \$ _____

Freedom Intermediate Soccer Fields

Located at 840 New Hwy. 96 at Glass Lane

Large, rectangular field that has 4 soccer fields at site..... \$ _____

Franklin Rec Center Grounds

1. Located on Fulton Greer off Hillsboro Rd.
Large, area, detail cutting: weed eating around tennis courts, \$ _____
2. Three soccer fields cut twice each week \$ _____
3. Building, walking trail and around outdoor pool.....\$ _____

Do not blow grass upon pool deck area. (some dates in summers, soccer fields

Would need to be cut before 8AM for summer soccer camps, dates will be provided.

Academy Park

120 Everbright St.

Franklin, Tn. 37064

1. Includes library and some additional properties across the street and old
School grounds.....\$ _____

Short Park

Located on 2nd Ave. North

1. Cut and trim gravel parking lot and cut & trim fence area, cut banks and
Common ground at site.....\$ _____

Strahl Street Park

140 Strahl Street

Franklin, Tn. 37064

Located 4 blocks south of downtown Franklin off Columbia Pike

1. Cut and weed eat at location..... \$ _____

Cut site on Thurs. or Fri. when cutting only once a week

Meadow Green Lots..... \$ _____

1. 212 Meadow Green Drive
2. 1149 Howell Drive
3. 1024 Ridgecrest Drive

TOTAL CENTRAL ZONE..... \$ _____

Bid Rank _____

Company Name _____

SIGNATURE PAGE

THIS PAGE MUST BE INCLUDED WITH YOUR BID

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Email _____

Phone _____

Fax _____

Date _____

Vendors must call in daily site cuttings so that parks staff can log in to match invoice dates (call 790-5849 to leave park sites completed)

LAWN SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064 and - _____ ("Contractor"), located at _____.

In the event of conflicting provisions or language between this Agreement and any sales slip, contract, invoice or any other document provided by the Contractor, this Agreement shall control.

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

***Bid Specification
Contractor's Bid
Certificate of Insurance
Affidavits***

In the event of conflicting provisions, all documents shall be construed according to the following priorities: ***any properly executed amendment or change order to this Agreement (most recent with first priority); this Agreement; Bid Specifications; Contractor's Bid.***

ARTICLE I DEFINITIONS

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

1. "Agreement" means the entire Agreement between County and Contractor as contained herein and in any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.
2. "Compensation" means the total compensation that County shall pay to the Contractor for the performance of all services required by this Agreement.
3. "Contractor" means _____, of _____.
4. "County" means Williamson County, Tennessee.
5. "Project" means all activities and services required for the satisfactory completion of the Services and fulfillment of all contractual duties which are more particularly referenced in Exhibit A of this Agreement.
6. "Services" means all labor, services, equipment, and material necessary to complete the Project and all other requirements included in this Agreement.

ARTICLE II INTENT AND INTERPRETATION

A. Unless specifically stated to be the responsibility of the County, anything that may be required, implied or inferred by this Agreement shall be provided by the Contractor. Specifications stating that the Contractor shall perform any particular obligation or responsibility at Contractor's own cost and/or expense shall not imply that any other

obligation or responsibility of Contractor is not to be performed at Contractor's cost and expense;

B. Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor;

C. Whenever a word, term or phrase is used in this Agreement, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning; and third, if there is no generally accepted meaning, according to its common and customary usage;

D. The words "include", "includes" or "including", as used in this Agreement shall be deemed to be followed by the phrase, "without limitation";

E. The specifications herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.

ARTICLE III CONTRACTOR'S DUTIES

A. Specific Duties. Contractor agrees to provide and Williamson County agrees to purchase the following lawn care Services:

1. Contractor agrees to provide all lawn care Services in the manner and location as directed by the Williamson County Parks and Recreation Department or the Williamson County Purchasing Department.

2. If the Contractor fails to provide the services as instructed, or which are not in accordance with the requirements of this Agreement, the Contractor shall be in material default of this Agreement.

B. General Duties.

1. The Contractor shall perform all the Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services.

2. Contractor shall provide all labor, Services, equipment, and materials needed to complete the Project and fulfill all obligations and conditions set forth herein.

3. Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services; and shall comply with and give all notices as required by all laws, ordinances, or regulations bearing on the performance and rules of the Project. If Contractor performs Services knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without such notice to the County, the Contractor shall assume responsibility for such Services and shall bear the costs attributable to correction.

4. If the Contractor fails to correct any Services which are not in accordance with the requirements of this Agreement or fails to carry out any Service in accordance with this Agreement, the County may issue a written order to the Contractor to stop the Services, or any portion of the Services, until the cause for such order has been eliminated.

5. Contractor shall not engage the services of any subcontractor or other third party to perform any of the Contractor's obligations under this Agreement. If Contractor wishes to engage the services of a subcontractor or other third party, Contractor shall first ensure that the subcontractor or third party meets the qualifications and restrictions contained in the bid documents. If it is determined that the subcontractor or third party satisfies all of the qualifications and restrictions, then the Contractor shall provide the information in which the Contractor's determination was based and finally, obtain the written consent of County before the subcontractor or third party provides any services related to Contractor's

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

ARTICLE IV TERM AND TERMINATION

A. Term.

The Term of this Agreement shall extend from _____ to _____. This Agreement may be extended for one term. This Agreement may not be extended unless agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Purchasing Agent. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor.

B. Termination.

1. **Termination - Breach.** Should Contractor fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the terms of this Agreement, County shall have the right to immediately terminate this Agreement. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor.
2. **Termination - Funding.** Should funding for the Services provided under the Agreement be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Contractor.
3. **Termination - Notice.** County may terminate this contract at any time upon 30 days' written notice to Contractor.
4. **Termination - Bankruptcy.** County may terminate this Agreement if Contractor, or any successor or assignee of Contractor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

ARTICLE V COMPENSATION

A. Contractor's Services.

1. County shall pay Contractor for all services for a Compensation of _____.
2. Contractor shall invoice the County on a monthly basis. The invoice shall include detailed documentation itemizing the location and Services provided by the Contractor. The compensation owed to Contractor shall be due and payable within 30 days following receipt of the invoice by the County. Any amounts disputed by the County shall not be declared delinquent until the issues concerning the disputed amount are settled.
3. Taxes. 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. Any requirement that County pay any taxes included in the Agreement is deleted and is null and void.

4. The County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion, or all of the amount previously paid to the Contractor, if:

1. The Contractor fails or refuses to perform any of the Services or material obligations contained herein;
 2. The quality of a portion, or all of the Services is not in accordance with the requirements of this Agreement;
 3. The Services in which compensation is requested by Contractor were not completed; or
 4. Loss is caused by the action of the Contractor.
5. There shall be no further charges or fees for the performance of this contract.

ARTICLE VI REPRESENTATIONS OF CONTRACTOR

A. Contractor represents and warrants to the County that:

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

ARTICLE VII WARRANTY

The Contractor warrants to the County that all Services provided under this Agreement shall be of high quality and that all labor is competent and experienced to provide the Services.

ARTICLE VIII INDEMNIFICATION and HOLD HARMLESS

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

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

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

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

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

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

ARTICLE IX

INSURANCE

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

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

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

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

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

Accident

Property Damage: \$1,000,000 Each Accident

3. Umbrella Excess Liability

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

4. Workers Compensation

- a) State: Statutory

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

B. Contractor's General Liability policy, if applicable, will name Williamson County Government as an "Additional Insured with respect to this Project 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 Services a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract."

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

ARTICLE X HEALTH and SAFETY

A. In the performance of this Agreement the Contractor will be solely and completely responsible for the health and safety of all persons, including employees and property during performance of the Services. 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; and any other regulations as may be cited in the bid document. When any of these conflict, the more stringent regulation/requirement will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from its responsibility to comply with the safety provisions.

B. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as Williamson County may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Services covered by the Agreement.

C. It is a condition of this Agreement, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the Services that are hazardous or dangerous to his/her health or safety.

D. 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, Contractor must promptly report in writing to Williamson County Government, Risk Management Division, within twenty-four (24) hours of all accidents or incidents or loss whatsoever arising out of or in connection with the performance of Services on or adjacent to the site, giving full details.

ARTICLE XI DEFAULT

A Each of the following events shall constitute a default or breach of this Agreement by Contractor providing County with the ability to immediately terminate the Agreement and seek all remedies available under the law:

1. 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.

2. If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

3. If Contractor fails to perform or comply with any of the conditions of this Agreement and continues in its failure for 10 days after notice is given by the County to Contractor describing the condition requiring performance or compliance.

4. If Contractor knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of Services performed or to be performed, or materials furnished or to be furnished under this Agreement.

ARTICLE XII MISCELLANEOUS

A. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

B. Arbitration. Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in this Agreement or any documentation provided by Contractor is deleted and is hereby declared null and void.

C. Choice of Law. The validity, construction and effect of this Agreement 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.

D. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee. Any language specifying any other venue included in any documentation provided by the Contractor is deleted and is null and void.

E. Attorney Fees. Contractor agrees that, in the event either Party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Contractor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

F. Notices.

1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by the Contract Documents may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case

delivered to the address set forth below for the recipient.

2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. Addresses.

i. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

ii. If to Contractor:

G. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Assignment of this Agreement, or any of the rights and obligations of Contractor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Contractor from its obligations hereunder without the express written consent of County.

H. Limitation of Legal Avenues. County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of the County granted by constitution or statute, may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. I. Tennessee Open Records Act. Contractor understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

J. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

K. Entire Agreement. The complete understanding between the Parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.

L. Drug Free Work Place. If applicable, Contractor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Contractor's compliance.

M. Employment Practices. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Contractor, if applicable, agrees to execute the Fair Employment Affidavit included herewith evidencing

Contractor's compliance of this policy.

N. Employment of Illegal Immigrants. The Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of the immigration act is considered a material breach of this Agreement and may lead to civil penalties and/or debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

O. Relationship Between the Parties. The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

P. Independent Contractor. Contractor is an independent contractor retained by the County solely for the purpose of providing the Services under this Agreement. Contractor agrees that there is no employer/employee relationship or agency relationship between the parties and as such, Contractor shall not be entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the services and work performed under this Agreement. Contractor agrees that the Contractor is solely responsible for payment of any and all taxes Contractor may incur as a result of this Agreement. Williamson County shall not be responsible for deducting and paying Social Security taxes, Unemployment taxes, or withholding Federal income taxes.

Q. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former 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 of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of the Contractor, a subcontractor under a contract to the Contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

R. Surviving Termination. In addition to those paragraphs specifically referenced, all language regarding liability, insurance, limitation of legal avenues, indemnification, and available remedies shall survive the termination of this Agreement.

S. Authority of a Governmental Entity. Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction including, but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute, may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature.

T. 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 Services performed or money received under this Agreement, shall be

maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

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

V. Time is of the Essence. Since this Project is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and Projects before the term of this Agreement terminates. This section does not limit any other remedies available to the County.

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

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

Last Item on Page.

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
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

WILLIAMSON COUNTY:

County Mayor

Purchasing Agent:

**RECOMMENDED:
Department Head**

Department:

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

**APPROVED AS TO FORM AND
LEGALITY:**

Williamson County Attorney

**FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:**

Date: _____

CONTRACTOR:

By:

Title:

Sworn to and subscribed to before
me, a Notary Public, this ____ day
of _____, by
200____, _____

____, the _____ of
Contractor and duly authorized to
execute this instrument on
Contractor's behalf.

**Notary Public
My Commission Expires**

Affidavits

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: _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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 _____. ("Architect") 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 Architect in connection with any work contemplated or performed relative to this Agreement. Affiant and Architect further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Architect, 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: _____

State of Tennessee
County of Williamson

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of

_____, an

Employer of 5 or more employees contracting with Williamson 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 *Tenn. Code Ann. § 50-9-113*, which requires each employer with no less than 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 *Tenn. Code Ann. § 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 _____,
2010.

Notary Public

My commission expires: _____