



## WILLIAMSON COUNTY

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November 9, 2017

To Whom It May Concern:

Williamson County is accepting bids for replacement of three (3) rooftop HVAC units at the Annex at 1320 West Main Street, Franklin, TN. Bids will be opened December 7, 2017, 2:00 p.m. 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.

A mandatory pre-bid conference will be held on November 28, 9:00 a.m. at the project site. Bids will be opened Thursday, December 7, 2017, 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: **Replacement of Three (3) Rooftop Units, December 7, 2017, 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](mailto:lesliem@williamson-tn.org). All questions must be submitted in writing by 4:30 p.m. CST on November 30, 2017. 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 Specifications

### Replacement of Three Roof Top Units Annex Building, 1320 West Main Street, Franklin, TN 37064

Mandatory site visit to be held at site on Tuesday, November 28, 2017, 9:00 a.m.

Scope of work is to include labor and materials to perform the following:

- Disconnect all power feeds and gas connections from each unit.
- Remove the old Carrier 4 ton, Rheem 4 ton and Trane 10 ton units using a crane.
- Set new curb adaptors and new units.
- Reconnect the gas with new piping from shut off to units.
- Reconnect the electrical, providing new disconnects.
- Seal units, start up and check operations on each new unit.

Total Bid \$ \_\_\_\_\_

The bidder has received the following addenda:

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

**FIXED PRICE  
SHORT CONSTRUCTION AGREEMENT**

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

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

1. **Fair Employment Affidavit**
2. **Ethical Standards Affidavit**
3. **Drug-Free Workplace Affidavit**
4. **Illegal Immigration Attestation Affidavit**
5. **Business Tax and License Affidavit**
6. **Iran Divestment Act Affidavit**

**ARTICLE I  
DEFINITIONS**

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

1. **"Agreement"** means the entire Agreement between County and Contractor as contained herein, the Specifications as defined below, and any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties;
  2. **"Contract Documents"** mean this Agreement and any attachments, exhibits, construction plans, amendments, addendums, bonds, bid request documents and bid response but specifically excluding the terms contained on the Contractor's quote;
  3. **"Contractor"** means Maury Fence Company of Tennessee, Inc. of Columbia, Tennessee;
  4. **"County"** means Williamson County, Tennessee;
  5. **"Fee" or "Contract Price"** means the total compensation that County shall pay to the Contractor for the performance of all services and the satisfactory completion of the Project as required by this Agreement;
  6. **"Final Completion"** as used herein shall mean that point at which, as certified in writing by the County, the Project is 100% complete and in conformance with this Agreement;
  7. **"Project"** means the removal of the chain link wire fencing and the installation of a new 9 gauge core 8 gauge finish black vinyl 10 foot mesh tennis court wire at the Franklin Parks and Recreation Facility located at 1120 Hillsboro Road, Franklin, Tennessee 37064 as directed by the Williamson County Property Manager;
  8. **"Project Site"** means the current and surrounding area of the chain link fence that will be removed located on the Franklin Parks and Recreation property located at 1120 Hillsboro Road, Franklin, Tennessee 37064;
  9. **"Specifications"** means the Minimum Specifications for the removal and disposal of the existing chain link fence located at the Project Site and the provision, construction, and installation of new 9 gauge core 8 gauge finish black vinyl 10 foot mesh tennis court wire as directed by the Williamson County Property Manager; and
  10. **"Work"** means all activities, labor, services, equipment, and material necessary to complete the Project to the Specifications as provided on the Contractor's proposal and contractual duties contained herein.
- B. Quotation marks and capital letters are not part of the defined terms above.

**ARTICLE II  
INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Agreement, Williamson County and the Contractor agree as follows:

- A. Unless specifically stated to be the responsibility of Williamson County, anything that may be required,

implied, or inferred by the Contract Documents shall be provided by the Contractor for no extra fee or cost. Specifications stating that the Contractor shall perform any particular 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 Williamson County and any person except the Contractor;

**C.** Whenever a word, term, or phrase is used in the Contract Documents, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction or fencing industry; and third, if there is no generally accepted meaning in the fencing industry, 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;

**F.** The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the Contract Documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to Williamson County of any conflict, ambiguity, error, or omission which the Contractor may find with respect to the Contract Documents before proceeding with the affected Work. The express or implied approval of Williamson County of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Agreement; and

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

1. As between figures given on plans and scaled measurements, the figures shall govern;
2. As between large scale plans and small scale plans, the large scale plans shall govern;
3. As between plans and specifications, the requirements of the specifications shall govern;
4. As between this document and the plans or specifications, this document shall govern; and
5. As between this document and the Contractor's quote dated June 23, 2017 (number 19770R2) included herewith, this document shall govern.

### **ARTICLE III TERM AND TERMINATION**

**A. Term.**

The Term of this Agreement shall extend from the date this Agreement is fully executed by both parties and shall expire on the date that Contractor achieves Final Completion. This Agreement may not be extended unless agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Purchasing Agent. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond five (5) years.

**B. Termination.**

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

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

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



Contractor shall be compensated for the provision of the Work that Contractor performed prior to the termination date and which is required to complete the Project.

4. **Termination - By Agreement.** The parties may agree in writing to terminate this Agreement at any time.

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

#### **ARTICLE IV DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE 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 or furnishing, and the prompt payment therefor, of labor, supervision, materials, supplies, equipment, tools, transportation, storage, power, fuel, light, or other utilities required for construction of the Project to the Specifications and all necessary building permits and other related permits required for the construction of the Project;

**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 Agreement without first providing written notice to the County, the Contractor shall be responsible for the cost of correcting such Work;

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

**D.** 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 Williamson County conducting the Work related to the installation of the material. The Contractor shall be responsible for any costs of moving, storing, and transportation of the materials;

**E.** The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Williamson County reserves the right to require the Contractor to remove any individual from the Project Site when in Williamson County's judgment said individual is detrimental to the Project. The Contractor shall provide the name, phone number, and other contact information of supervisory personnel that can be reached 24 hours a day in case of emergencies to the Williamson County Property Manager. The Contractor shall provide updated information should the name of the responsible supervisory personnel change;

**F.** If required by the Contract Documents, within five (5) calendar days of the commencement of the Work, the Contractor shall submit for approval to Williamson County the Contractor's Project Schedule for completing the Work. Such Project Schedule shall be in a form acceptable to the County.

**G.** The Contractor shall keep a copy of approved shop drawings and other submittals at the Project Site. Upon completion of the Work, all of these items shall be completed and provided to Williamson County and shall become the property of Williamson County;

**H.** Shop drawings and other submittals provided by the Contractor do not constitute a part of the Contract Documents, unless approved as part of a Change Order. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the County shall not be evidence that Work completed pursuant thereto conforms to the requirements of the Contract Documents. Williamson County shall have no duty to review partial or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for the approval or rejection. The Contractor shall have the duty to carefully review, inspect, and examine any and all submittals before submitting them to the

County. Contractor shall reimburse Williamson County for any fees that are incurred as a result of partial or incomplete submittals;

**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 Contractor shall take all precautions as shall be necessary to prevent damage to persons or property. All structures and improvements in the vicinity of the Work shall be protected by the Contractor; and, if such property is damaged, injured, or destroyed by the Contractor, Contractor's employees, subcontractors, or agents, it shall be restored to a condition as good as when Contractor first entered upon the Project Site to conduct the Work. All safety provisions contained in applicable laws, regulations, ordinances, guidelines, or building and construction codes, shall be strictly adhered to;

**K.** Unless otherwise indicated in the Contract Documents, or unless otherwise taken care of by the County thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the Work, shall be protected by the Contractor and shall not be disturbed or damaged by the Contractor during the progress of the Work. Should the Contractor disturb, disconnect, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor;

**L.** Contractor shall make or permit to be made any inspections or testing, in addition to those required in the Contract Documents that are required by the County as appropriate, to ensure compliance with the requirements of this Agreement.

#### **ARTICLE V REPRESENTATIONS OF CONTRACTOR**

**A.** In order to induce the County to contract with Contractor and recognizing that the County is relying thereon, the Contractor, by executing this Agreement, makes the following express representations to Williamson County:

1. It has become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated;

2. It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;

3. It is experienced and skilled in the type of Work needed to fulfill its obligations and has or has access to the fencing materials as specified herein;

4. 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;

5. 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;

6. It has not, within a three (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;

7. 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;

8. It has not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

9. 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 IV COMPENSATION**

**A.** Compensation. Contractor shall be paid a total Fee of \_\_\_\_\_ minus any offsets or liquidated damages

upon the Final Completion of the Project. The Compensation shall not be increased for any reason unless a change order has been properly executed by the parties as provided for in this Agreement.

**B. In order to secure this Agreement, and because time is of the essence, Contractor distinctly agrees that damages arising from the non-fulfillment of this Agreement regarding failure to meet the specified scheduled dates would be substantial and difficult to measure and shall be deducted from the Fee, as liquidated damages and not in the nature of a penalty, and shall be equal to \$100.00 per calendar day the Contractor fails to complete services by the completion deadlines.**

**C.** Williamson 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 due to:

1. The quality of a portion, or all, of the Work not being in accordance with the requirements of this Agreement;
2. The Contractor's rate of progress being such that, in Williamson County's opinion, completion of any Work may be inexcusably delayed;
3. Loss caused by the Contractor; and,
4. The Contractor's failure or refusal to perform any of its material obligations to Williamson County.

**D.** All payments by County shall be made within thirty (30) days of receipt of a detailed invoice from Contractor.

## **ARTICLE VII TIME FOR CONTRACTOR'S PERFORMANCE**

The Contractor shall commence the performance of this Agreement on the date of issuance of a notice to proceed by Williamson County. Once timely commenced, Contractor shall diligently continue its performance to and until final completion of the Project is achieved. The Contractor shall accomplish Final Completion of the Project within the period provided in the Contract Documents after the date that the Notice to Proceed is issued or as specified by the Williamson County Property Manager.

## **ARTICLE VIII WARRANTY**

**A.** The Contractor warrants that all labor furnished by it or any other subcontractors, employees, or third parties under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results, that all materials provided shall be new and of high quality, that the completed work will be complete, of high quality and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Agreement shall constitute a breach of the Contractor's warranty and this Agreement.

**B.** For a period of one (1) year starting from the date the Project achieves Final Completion, Williamson County may, at its option, request that Contractor conduct Work to correct the deficiencies causing the defect in the Work or defective material, by providing written notice to Contractor. Contractor shall have ten (10) days to correct the Work or remove and replace defective material installed at the Project Site in accordance with the Contract Documents. 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.

## **ARTICLE IX ETHICAL STANDARDS**

**A.** It shall be a breach of ethical standards for any person to offer, give or agree to give any Williamson County employee or former Williamson County employee, or for any Williamson County employee or former Williamson County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

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

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

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

#### **ARTICLE X CEASE AND DESIST ORDER**

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

#### **ARTICLE XI 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 reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;

2. Any claims, damages, penalties, costs and reasonable 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 reasonable 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, unless caused by the gross negligence of the County, its employees or its officers.

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

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

#### **ARTICLE XII INSURANCE REQUIREMENTS**



Without limiting its liability under this Agreement, the Contractor will procure and maintain at his/her expense during the life of this Agreement, general liability insurance in a minimum amount of \$1,000,000.00 per incident, \$2,000,000.00 general aggregate and contractual liability and personal liability in minimum amounts as defined by the Williamson County Risk Management Department. Contractor shall name the County as an additional insured for this Agreement only and shall provide a copy of the insurance certificate as requested by the County. Before commencing any Work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by Contractor and subcontractors in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County. Any subcontractor of the Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of the Contractor and comply with all provisions of this Article.

### **ARTICLE XIII CHANGE ORDERS**

A. Changes to the Work shall be ordered by change order. Changes to the Work, may be modified by Williamson County by providing written notification to the Contractor. The Contractor agrees to cooperate with Williamson County to amend the Work for the completion of the Project. Should the change cause an increase in the compensation amount specified in the Fee, 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.

B. ***It is specifically understood by the parties that the Contractor will not be reimbursed for any Work under this Agreement that was not authorized by a completed Change Order prior to the work as specified in this Article.***

### **ARTICLE XII GENERAL PROVISIONS**

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

B. ***Choice of Law.*** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be 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 language specifying any other governing law included in this Agreement is deleted and is null and void.

C. ***Venue.*** Any action between the parties arising from this Agreement shall be maintained in the courts of Williamson County, Tennessee.

D. ***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 reasonable attorney fees and court costs at all stages of litigation.

E. ***Notices.***

1. ***Delivery.*** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

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

3. ***Addresses:***

- i. If to County: Williamson County, Tennessee

1320 West Main Street, Suite 125  
Franklin, TN 37064

ii. If to Contractor:

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. Employment Practices.** Contractor hereby warrants and assures County that no person shall be excluded from participation in or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of handicap, disability, age, race, color, religion, sex, national origin or any other classification protected by federal or state constitution or any applicable law. Contractor shall show proof of nondiscrimination and shall post notice of nondiscrimination in conspicuous places available to all employees and applicants.

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

**N. Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

**O. Iran Divestment Act.** The Contractor certifies that to the best of its knowledge and belief that it is not on the list created concerning entities or individuals that have investing activities in Iran as provided on the list created pursuant to Tennessee Code Annotated, Section 12-12-106.

**P. Authority of a Governmental Entity.** Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement or any other document provided by or for the Contractor is void.

**Q. Maintenance of Records.** Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of 3 full years from the date of final payment and

will be subject to audit, at any reasonable time and upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

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

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

**T.      *Liens.*** The Contractor understands and accepts that Tennessee Law forbids any liens being placed on governmental property. Contractor shall not place any liens on any property that is purchased as a result of this Agreement or in relation to any of the services purchased. The Contractor shall notify County immediately once it becomes aware of any action to place a lien on Williamson County is initiated.

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

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

**LAST ITEM ON PAGE**

**AFFIDAVITS AND SIGNATURE PAGE FOLLOWS**

**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 is familiar with the employment policies of the Contractor and is the \_\_\_\_\_ of Contractor.

Affiant states that by Contractor's employment policy, standards, and practices the Contractor 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 Contractor 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: \_\_\_\_\_



***Ethical Standards Affidavit***

**State of Tennessee**

**County of Williamson County**

***Ethical Standards 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 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 a Contractor, officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any Services or Work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no Federal, 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: \_\_\_\_\_

State of Tennessee  
County of Williamson

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of \_\_\_\_\_, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of \_\_\_\_\_.

WITNESS my hand and seal, at office in Franklin, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

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

**IMMIGRATION ATTESTATION  
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

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

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

State of Tennessee  
County of Williamson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of \_\_\_\_\_, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of \_\_\_\_\_.

WITNESS my hand and seal, at office in Franklin, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
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(1)* 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 Officer

\_\_\_\_\_  
Signature of Authorized Officer

**WILLIAMSON COUNTY, TENNESSEE:**

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

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

**Title:**

\_\_\_\_\_  
Sworn to and subscribed to before me, a Notary Public, this \_\_ day of \_\_\_\_, 2017, by\_\_\_\_\_,  
the \_\_\_\_\_ of Contractor and duly authorized to execute this instrument on Contractor's  
behalf.

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:** \_\_\_\_\_