



## WILLIAMSON COUNTY

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March 8, 2018

To Whom It May Concern:

Williamson County is accepting qualifications to retain a professional design and engineering services firm for master planning services. The successful firm will provide master planning services associated with the current Judicial Center and Historic Courthouse, Sheriff's Office and Jail and Juvenile Court and Juvenile Services.

Qualifications must be received no later than Thursday, April 12, 2018, at 2:00 p.m. They must be submitted in a sealed envelope, to the Williamson County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. The envelope must be labeled as follows: **Statement of Qualifications, Master Planning Services, April 12, 2018, 2:00 p.m. Outside of envelope must also include firm name. THE SEALED PACKAGE MUST BE LABELED EXACTLY AS SPECIFIED ABOVE.**

The minutes from the Task Force that has studied and reviewed the current facilities and operations of these entities are available for your review on our website, [www.williamsoncounty-tn.gov](http://www.williamsoncounty-tn.gov). On the home page, go to the Get Informed section. You will find the Judicial, Jail and Juvenile Task Force Minutes under Agendas and Minutes.

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 April 5, 2018.

Sincerely,

Leslie Mitchell, CPPO, CPPB  
Purchasing Agent

Enclosure

**Williamson County Government  
Request for Qualifications for Master Planning  
Courts, Sheriff, Juvenile**

**Purpose:**

Williamson County Government is requesting qualifications to retain a professional design and engineering services firm for master planning services. The successful firm will provide master planning services associated with the current Judicial Center and Historic Courthouse, Sheriff's Office and Jail and Juvenile Court and Juvenile Services.

The awarded firm will have successfully demonstrated the understanding and methodology of delivering a final product to Williamson County that can meet all of the objectives stated in the Scope of Services section of this RFQ.

**Background:**

Williamson County, Tennessee is located just south of Nashville and is home to more than 205,000 residents who enjoy a high quality of life. A study by the center for Business and Economic Research at the University of Tennessee, Knoxville, estimates the county's population to exceed a half a million by 2046.

Considered one of the most desirable suburban locations in the state, the county is known for excellent public education, award-winning parks and recreational facilities, preservation of Civil War historic battlefields and landmarks, low crime rate and a strong business climate.

Public Safety is a priority for elected officials and residents of the county as evidenced by the 2016 opening of a 53,000 square foot state-of-the art Public Safety Center. As the community continues to grow, planning is underway to address the facilities, programs and services of the judicial system, juvenile services and jail operations in Williamson County.

In February, 2017, the County Mayor appointed a Task Force comprised of elected officials representing law enforcement and the Juvenile, Circuit and General Sessions Court Systems, along with citizen representation. The 40 member Task Force was charged to study and review the current facilities and operations of these entities and ultimately formulate a master plan to address their needs for a growing population over the next 15-20 years.

## Courts

The Williamson County Court System is facing numerous issues. Space is inadequate in the current facility for both the criminal and civil dockets in Circuit, Chancery and General Sessions Court. There are too few courtrooms of adequate size and design. Offices for essential personnel, including offices for the General Sessions and Circuit Clerk and Clerk and Master, county probation, security and essential support personnel are likewise too few and are overcrowded. Population growth and increases in new case filings require additional courtrooms, office space for support personnel, holding cell capacity, and conference areas for attorneys and clients.

In both the General Sessions courts and the courts of record (Circuit and Chancery), courtroom space is an issue. Even the largest courtrooms are inadequate to seat all those in attendance for the criminal court dockets and civil court motion dockets. The smaller courtrooms are inadequate in size and configuration to handle any dockets or hearings other than special set cases involving no more than two or three parties. The layout of two of the small courtrooms presents serious security and safety issues.

Storage space for the Clerk's offices and judicial assistants and clerks is also inadequate for the business of the courts, both civil and criminal.

There is inadequate interview space for criminal attorneys to discuss cases with incarcerated defendants. Consequently, those cases involving incarcerated defendants are not addressed until the end of the docket, creating problems for the Sheriff's Office deputies in transporting the inmates back to the jail in a timely manner. Due to the lack of interview space, the Public Defender's Office is delayed in its ability to handle cases until late in the afternoon which often creates overtime costs for courthouse employees, and the need for the Sheriff's Office to transport the defendants back to court the next day to be interviewed by their probation officers. Likewise, there is inadequate space for attorneys to meet with their clients and opposing counsel in civil cases.

The adjacent Historic Courthouse offers potential space which could be used predominantly for civil matters. The current use of the existing space in the Historic Courthouse is, however, inefficient and insufficient. There are unused areas throughout the historic courthouse that could be utilized for various purposes. The Historic Courthouse could, in a cost-effective manner, be brought on-line to provide immediate relief for additional Circuit Civil and Chancery Court and General Sessions Court space and for expansion to accommodate demand for additional, clearly foreseeable growth. The Historic Courthouse also currently houses the warrants and court security division of the Sheriff's Department, and it will be important for the Sheriff's Department to maintain a presence in the Judicial Center and/or Historic Courthouse.

There are holding-cell capacity and physical security issues in the Judicial Center for jail inmates who are transported from the jail for court appearances. Planning for long-range physical plant expansion of the existing buildings of the Judicial Center campus to address security and parking needs arising out of projected growth are also needed. Technological solutions that could limit the need for transportation of inmates for brief court appearances should be considered.

There is inadequate space in the current facility for the County Probation Office, which operates under court supervision. At least two (2) additional probation officers are needed at this time to adequately supervise the growing number of probationers. The current probation officers are each handling a case load which is twice that which is recommended. At the current time, there is no office space in which to expand. There is also inadequate space for testing and expansion of probation services. The Circuit and General Sessions Courts oversee three distinct recovery courts, and there are potential plans for a mental health court. Additional testing facilities for both genders, storage space and administrative staff space is needed for county probation.

### **Sheriff's Office/Jail**

The Williamson County Sheriff's Office currently has divisions in six different locations in the County. The departments need to be consolidated to one location, while maintaining a security presence in the Judicial Center, Historic Courthouse and Juvenile Court. This will require office space, conference rooms, training rooms, records storage areas, evidence storage and processing rooms, server rooms with dedicated electrical, redundant air and humidity control and adequate deputy locker rooms. Modern day security concerns require that there is secured parking for all personnel, an expanded sally port area for inmate transportation, a secured weapons armory and improvements and expansion of the current firing range and range house training facility. Enhanced and modernized technology is necessary for remote communications between inmates, their counsel and the Courts.

The jail's office space and support and storage areas have already far exceeded capacity. The inmate booking area is inadequate for the projected doubling in the number of intakes over the next ten years and the current jail facility is projected to exceed its inmate bed capacity within the next 12-18 months.

Expansion of the jail's inmate bed capacity needs to include remodeling and expanding the kitchen operations, adding three separate 16 inmate infirmary units for male, female and mentally ill inmates and the addition of four, 48 inmate direct supervision housing pods. Additional space for therapeutic and educational programming is needed, as is additional space for addressing the immediate needs of inmates suffering from addiction or mental illness.

The current property could be considered for the needed expansion, however the existing infrastructure issues must be addressed before any additions can be made. The building sits next to a large, active high-wall limestone mining operation that blasts regularly. Over the last 20+ years, this has caused structural damage to the walls, multiple broken water lines that are 12 feet below the grade of the building and electrical ground faults due to fractured and arcing electrical conduit lines, also 12 feet below grade that impede the proper operation of the jails locking

system. Additional infrastructure issues include frequent broken sewer lines, both in the kitchen and inmate housing areas.

The Judicial Commissioners' Office also operates under the General Sessions Judges' Office. There is inadequate space in the current facility in which to operate. This office operates 24/7, 365 days of the year. When two magistrates are on duty and are simultaneously issuing warrants, the small space in which they have to operate makes it difficult to concentrate. There is also a need for a waiting area for officers. Due to the lack of space, there may be 6 to 7 officers waiting for their warrants to be issued, with no place to be seated. Consequently, these officers may be waiting in the crowded area where the Judicial Commissioners are drafting warrants, setting bonds, and/or issuing search warrants.

### **Juvenile Services**

Williamson County's Juvenile Services, Juvenile Court Clerk's Office, and the Williamson County Alternative School have outgrown existing space at the Williamson County Sheriff's Department. State and Federal guidelines prohibit juveniles and adults being housed in the same building. While permission has been given for continued use as an existing structure and measures have been taken to assure the safety of the youth, moving forward we must separate the youth from the adults in effort to become compliant with guidelines. In addition, juvenile justice reforms, including changes in the law at the national and state level, have a significant impact on the needs of the facility.

As the community grows, staff has encountered an ever increasing number of referrals. Caseloads are very high, and additional staff is needed, but in the current location has no space to grow. Every corner has been utilized of the existing space, even renovating closets into offices in an attempt to keep up with the growing demands.

Security continues to be an issue facing courts, detention centers, staff, and schools. With all of these entities together, security is an important consideration for this project. Currently, security is compromised as the current design failed to equip us with options. A new building design must take improved security into account in effort to provide a safe place for all staff and families.

The vision for this project includes the juvenile court clerk's office, courtroom space with adjacent office space for the juvenile judge and support staff, office space for juvenile services staff, an intake area, an assessment center, detention center, a respite center, additional program space, and the alternative learning center. Kitchen and cafeteria space, or an alternative means for delivering meals once the juvenile system is separated physically from the adult jail must be considered. In addition, space for the Williamson County Sheriff's Office to have a security presence will be necessary. The mission statement is to develop "a Juvenile and Family Court complex that creates an environment that promotes accountability, assures safety, and facilitates learning for youth and families in our community." Staff helps families at their weakest times and awaits an environment that fosters healthy outcomes for our youth.



### **Project Description:**

The project will consist of a complete evaluation of all of the buildings and site elements to determine the structural and general condition of all sites. The space needs for the locations are a desired product of the plan. The evaluation is to be conducted for life safety, functional, space, accessibility and technological needs, both present, short-term, 5-10 years and long-term, 15-20 years in the future.

The firm that completes the master plan project would be allowed to submit a proposal on the next phase.

### **Scope of Services:**

Evaluate existing buildings, physical plant, electrical, mechanical, plumbing, building code compliance, fire safety, parking and specific codes related to the function of each facility. The plan must meet Adult Local Detention Facilities Standards of the American Correctional Association and the Minimum Standards for Local Correctional Facilities of the Tennessee Corrections Institute.

Evaluate current offices to assess office growth and any potential additional office functions that may be needed in each facility.

Evaluate and provide recommendations to remodel, reorganize, and/or expand the existing buildings to meet the requirements and/or evaluate potential new construction options to accommodate future projections, differentiating between short and long term options when possible.

Evaluate existing conditions and deficiencies that impact operations in each of the offices, including but not limited to egress, circulation, security and accessibility.

### **Time Line for Qualifications:**

The deadline for all qualifications is April 12, 2018, 2:00 p.m.

Any proposal not received prior to the time and date specified will not be accepted. Proposals will be submitted to:

Williamson County Mayor  
1320 West Main Street, Suite 125  
Franklin, TN 37064

The following schedule outlines the overall timeframe for the RFQ process:

<b>Event</b>	<b>Date/Time</b>
RFQ Released	March 14, 2018
Last Day to Submit Questions in Writing	April 5, 2018
Requests due	April 12, 2018
Review of Submittals and Selection of Finalists	April 12-May 5, 2018
Interview of Finalists, if warranted	May 15 and May 17, 2018
Announcement of Award	ASAP after interviews
Contract with Williamson County	ASAP after award
Completion of Project	November 15, 2018

These dates are tentative and are subject to change.

Ten (10) print copies and one electronic copy (PDF or Word) must be submitted. Fax and email proposals will not be accepted.

The cover letter shall be signed by someone legally able to bind the proposer.

All proposers must be properly licensed to conduct business in the state of Tennessee.

The selected firm will be required to enter into a written contract with Williamson County. A sample contract is included for your review.

All questions must be submitted in writing to Leslie Mitchell, [lesliem@williamson-tn.org](mailto:lesliem@williamson-tn.org), by the deadline stated in the cover letter.

Addenda will be issued with the answers to all questions received by Williamson County and will be posted at [www.williamsoncounty-tn.gov/purchasing](http://www.williamsoncounty-tn.gov/purchasing). **Communication with any Williamson County official other than the above named person will result in the Proposer's RFQ being rejected.**

#### Evaluation Criteria:

The qualifications will be generally evaluated on the following items.

- Proposed project team organization and qualifications- 25 points
- Performance on past projects and references-15 points
- Project methodology and approach-20 points
- Approach to and accuracy of cost estimates-20 points
- Relevant experience with similar projects with emphasis on our required work-20 points

#### General Conditions:

A selection committee will evaluate all timely submissions. A short list will be compiled. Phone or in-person interviews may be conducted as part of the selection process. The short list will be ranked.

Williamson County will identify the top ranked firm and proceed with negotiations of a fee schedule. If the fee is agreed to with the top ranked firm, a professional services agreement will be entered into.

If the fee cannot be agreed to with the top firm, the County will move to the next firm in the ranking until an agreement is reached.

The County reserves the right to reject any and all qualifications at its sole discretion. In addition, the County reserves the right to select the firm that best fills the need for this project. It is the County's sole discretion to define best value based upon the selection committee's recommendation. The County may also waive any irregularities and informalities.

Any revisions to the above schedule will be posted on the Williamson County website, [www.williamsoncounty-tn.gov/purchasing](http://www.williamsoncounty-tn.gov/purchasing). It is the responsibility of all submitting firms to review this website for scheduling updates as well as RFQ modifications and addenda.



Submittal Requirements:

The RFQ response shall include the following information and shall be organized as follows:

- Signed cover letter
- Firm overview
- Project approach
- Current workload
- Project team
- Relevant experience
- Major consultants
- Minimum of 3 references on projects of a similar size and scope
- Information on any litigation that firm has been involved in the last 3 years.
- Any other information that is relevant to the County's evaluation.

## CONTRACT FOR PROFESSIONAL DESIGN, ENGINEERING, AND CONSULTANT SERVICES

THIS CONTRACT FOR PROFESSIONAL DESIGN, ENGINEERING, AND CONSULTING SERVICES ("Contract") is entered into by and between WILLIAMSON COUNTY, TENNESSEE, with its principal office located at 1320 West Main Street, Suite 125, Franklin, Tennessee 37064 ("County"), and \_\_\_\_\_ with an office located at \_\_\_\_\_ ("Consultant"), for the provision of professional design and engineering consultant services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the County and Consultant hereby agree as follows:

1. Retention as Consultant. The County hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the work described herein.
2. Interpretation. In the event of any conflict, discrepancy, or inconsistency contained in any invoice or other document provided by or on behalf of the Consultant with this Contract, the terms of this Contract shall govern.
3. Work and Scope of Work. The Consultant shall provide professional consultant services ("Work") as detailed in the request for qualifications provided by County titled the Williamson County Government Request for Qualifications for Master Planning – Courts, Sheriff, Juvenile which is attached hereto as Attachment A and made a part of this Contract by reference ("RFQ"). The Consultant shall provide the County a final report of findings, evaluations, and recommendations, including all documentation and data used or otherwise related to accumulating the basis for the conclusions arrived at by the Consultant and the study methodology used by the Consultant. The Work described or specified in the RFQ shall not be deemed to constitute a comprehensive list of Work having the effect of excluding Work not specifically mentioned, but needed to complete the Work in accordance with this Contract.
4. Term. The Term of this Contract shall extend from the date this Contract is fully executed by the parties and shall continue until the Consultant has satisfactorily completed the Work and fulfilled all contractual obligations contained herein to the satisfaction of the County. This Contract may be extended by written agreement of the parties. The option to extend shall be exercised at the discretion of the County. To be effective, any extension must be approved by the County's Attorney for form and the Budget Director for funding and compliance with applicable purchasing laws, and signed by the Williamson County Mayor.
5. Representation of Consultant. Understanding the County is relying on these representations, the Consultant, by executing this Contract, makes the following express representations to the County:

- 5.1 It is experienced, skilled, and fully qualified to act as the Consultant for the provision of the type of Work contemplated in this Contract and has, and shall maintain all licenses,

permits, or other authorizations necessary to act as the Consultant in the manner provided herein and to fulfill all obligations specified in this Contract;

5.2. It will perform the Work in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals conducting similar work;

5.3. It will comply with all applicable ordinances, codes, standards, laws, rules, regulations, and orders of any governmental authority having jurisdiction over Consultant's performance of the Work;

5.4. It is financially solvent and has sufficient working capital to perform the Work and all other obligations under this Contract;

5.5 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 government;

5.6 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;

5.7 It has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State or local governments) terminated for cause or default; and

5.8 It and its subcontractors will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of Work and responsibilities, as set forth in this Contract.

6. Termination.

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

6.2. Termination -Agreement. The parties may agree in writing to terminate this Contract at any time.

6.3. Termination - Funding. Should funding for the County be discontinued, County shall have the right to terminate this Contract immediately upon written notice to Consultant.

6.4. Termination - Notice. The County may terminate this Contract at any time upon thirty (30) calendar days' written notice to Consultant. Termination will become effective thirty (30) days after the date of the notice of termination, unless the County's notice provides for

a different termination date beyond the thirty (30) day notice. Consultant shall be compensated for the provision of the Work that Consultant performed prior to the termination date and which is required to complete the project.

6.5. Termination - Bankruptcy. County may terminate this Contract if Consultant, or any successor or assignee of Consultant, 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 Consultant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Consultant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

7. Compensation for Work.

7.1. The County shall pay to the Consultant a fee based on time spent conducting Work paid upon completion of the tasks in the manner provided below. (This paragraph will describe the amount and manner of payment once defined). The fee shall include all expenses, labor and material, and transportation necessary for the completion of all Work. The fee shall not be modified except by change order as provided for in this Contract or by addendum expanding the scope of work.

7.2. The County shall pay the Consultant the fee in accordance with the procedures set forth in this section. Consultant shall submit a detailed invoice for the period ending on the last day of the month in which the Consultant completed the Work and the County has accepted the Work as being completed. The detailed invoice shall be signed by the Consultant and shall constitute the Consultant's representation that the Work is completed and has been properly performed in strict compliance with this Contract, and that the Consultant knows of no reason why payment should not be made as requested. The County shall make every attempt to make payment to the Consultant within thirty (30) days following the receipt of the detailed invoice. Payment of any invoice by the County shall not preclude the County from the exercise of any of its rights as set forth in this Contract.

7.3. The County may withhold or, due to subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the County from loss due to:

7.3.1. Defective Work not remedied.

7.3.2. Claims filed or reasonable evidence indicating probable filing of claims.

7.3.3. Any other violation of or failure to comply with the provisions of this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them, less any damages to Williamson County due to the Consultant's breach.

7.4. Neither payment to the Consultant nor any other act or omission by County shall be interpreted or construed as an acceptance of any Work or work product of the Consultant not strictly in compliance with this Contract.

8. Acceptance of Payment. The acceptance by Consultant of any payment made under this Contract shall operate as and be a release to County from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished, or relating to the Consultant's Work for which payment is requested. However, approval or payment by the County shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and consultants for the accuracy and/ or competency of the information provided or Work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the County for any defect or error in the Work prepared by Consultant, its employees, subcontractors, agents, or consultants.
9. Change in Scope of Work. Changes to the Work within the general scope of this Contract must be submitted in writing and approved by the County before proceeding with the change. To be authorized and implemented, all changes shall be prepared and signed by the parties.
10. Information Provided by County.
- 10.1. If requested in writing by the Consultant, the County shall furnish to the Consultant any and all written and tangible material known by County to be in its possession related to the Work to be provided by Consultant. Such written and tangible material is furnished to the Consultant only in order to make complete disclosure of such material in the possession of County and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor.
- 10.2. The Consultant has total responsibility for the accuracy and completeness of all data, documentation, and estimates prepared, obtained, or received by the Consultant to complete the Work and shall check all such material accordingly. While the County may review such data, documentation, and details for quality, completeness, and conformity, the responsibility for accuracy and completeness of such items remains solely that of the Consultant.
11. Corrections. In addition to the indemnification obligations of Consultant, the Consultant shall correct, at its expense, all errors in the Work which may be disclosed during the County's review of the Consultant's evaluations, calculations, report or other related work product. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by the County, or at the discretion of the County, and the cost thereof shall be charged to and paid by Consultant. Errors in the Work as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by County.
12. Independent Contractor. Consultant is an independent contractor. Consultant shall not be deemed for any purpose to be an employee of the County. The County shall not be responsible to Consultant or any governing body for any payroll-related taxes related to the performance of the Work, including but not limited to withholding or other taxes related to federal or state income tax, social security benefits, or unemployment compensation. Consultant further represents and warrants that Consultant is qualified as an independent contractor under the provisions of the

Internal Revenue Code and its common law, and as such Consultant is filing all required forms and necessary payments appropriate to the Consultant's tax status. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any contract for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Contract shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

13. Ownership of Documents. All reports and reproducible documents, and other data developed by the Consultant for the purpose of this Contract shall become the property of the County without restriction or limitation in connection with the County's use. The County may reuse any and all reports, studies, and documents without the need for consent of the Consultant. Upon delivery and of acceptance of the work product or upon notice of breach, Consultant shall deliver all documents, reports, and applicable data to the County within five (5) workdays.

14. Proprietary Rights.

14.1. The Work and work product has been specifically ordered and commissioned by the County. Consultant agrees that the work product is a "work made for hire" for copyright purposes, with all copyrights in the work product owned by the County upon payment in full to the Consultant.

14.2. To the extent that the work product does not qualify as a work made for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Consultant hereby assigns to the County (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the work product, including, but not limited to, all rights in and to any inventions, designs, and Proprietary Rights embodied in the work product or developed in the course of Consultant's creation of the work product. The foregoing assignment includes granting of a license under any current and future patents owned or licensable by Consultant to the extent necessary to combine the work product or any derivative works or modifications thereof with any product, service, offering, software, or intellectual property of the County. At any time upon request from the County and upon termination or expiration of this Contract, Consultant will deliver to the County in tangible form all materials containing work product, whether complete or in process.

15. Subletting or Assigning. The Consultant shall not sublet, assign, or transfer any of the Work to be performed by Consultant without the prior written consent of the County. Any assignment or subcontracting in violation hereof shall be void and unenforceable and shall be deemed a material breach of this Contract. The Consultant shall be as fully responsible to the County for the acts and omissions of its subcontractors or sub-consultants as it is for the acts and omissions of people directly employed by it. The Consultant shall require each subcontractor or sub-consultant, approved by the



County, to agree in its contract, to observe and be bound by all obligations and conditions of this Contract to which Consultant is bound.

16. Standard of Care. The Work performed by Consultant shall be conducted in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar Work at the time the Work is performed by Consultant. The Consultant hereby warrants that the labor furnished under this Contract shall be competent to perform the tasks undertaken, and shall yield only high quality results, all related items and other materials provided shall be new and of high quality, that the completed work product will be of high quality and in accordance with this Contract, and that the Work will strictly comply with the requirements of this Contract.

17. Indemnification.

17.1. The Consultant shall indemnify and hold the County harmless from any and all damages, claims, liability, losses, injuries, death and causes of actions of any kind or nature arising out of a negligent error, omission, or act of the Consultant, its agents, representatives, employees, sub-consultants, sub-contractors or assigns, incident to or arising out of or resulting from the performance of the Work under this Contract. The Consultant shall pay all such claims and losses of any kind or nature whatsoever, in connection therewith, including the County's attorney's fees and expenses in the defense of any action in law or equity brought against the County arising from the negligent error, omission, or act of the Consultant, its sub-consultant or subcontractor or their agents, representatives, employees, or assigns, incident to, arising out of or resulting from the performance of the professional services contemplated by this Contract.

17.2. The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of the actions or omissions of the Consultant, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns. In reviewing, approving, or rejecting any submissions or acts of the Consultant, the County in no way assumes or shares responsibility or liability of the Consultant, or its sub-consultants, their employees, agents, or assigns.

17.3. The Consultant's obligation to indemnify and hold the County harmless shall survive the termination of this Contract.

18. Codes, Ordinances and Laws. Consultant shall conduct the Work in accordance with all applicable laws, ordinances, regulations, building codes, design standards, and rules (Federal, State, or County).

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

mediation prior to litigation. Any agreement arrived at during the non-binding mediation shall be evidenced by a signed addendum to this Contract.

20. Choice of Law. The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof, shall be governed exclusively by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Consultant may provide.

21. Venue. Any action between the parties arising from this Contract shall be maintained exclusively in the courts of Williamson County, Tennessee.

22. Notices.

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

22.2. 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.

22.3. Addresses:

22.3.1. If to County:

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22.3.2. If to Consultant:

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23. Tennessee Open Records Act. Consultant understands that County may be subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract. Compliance by County with the Open Records Act shall not be a breach of this Contract.

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

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

26. Insurance. Without limiting its liability under this Contract, the Consultant will procure and maintain at his/her expense during the life of the Contract the following insurance types and in the minimum amounts and manner stated as follows:

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

26.1.1 Per Occurrence limit of not less than \$1,000,000

26.1.2 General Aggregate will not be less than \$2,000,000

26.1.3 Medical Expense Limit will not be less than \$5,000 on any one person.

26.1.4 Completed Operations, including on-going operations in favor of the Additional Insured

26.1.5. Contractual Liability

26.1.6 Personal Injury

26.2. Professional errors and omissions insurance in the amount not less than \$1,000,000

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

26.3.1 Combined Single Limit \$1,000,000 or

26.3.2 Split Limit:

Bodily Injury: \$1,000,000 Each Person, \$1,000,000 Each Accident

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

26.4. Workers Compensation

26.4.1 State: Statutory

26.4.2 Employer's Liability:

\$1,000,000 per Accident

\$1,000,000 Disease, Policy Limit

\$1,000,000 Disease Each Employee

26.5. The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to this Contract only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by Consultant in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

27. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues,

shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

28. Maintenance of Records and Audit Rights. Consultant shall maintain documentation for all charges or amounts paid by the County. The books, records and documents of the Consultant, insofar as they relate to Work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

29. Sovereign Immunity. Notwithstanding anything contained in the RFQ to the contrary, nothing in this Contract nor any document, statement, or omission of County, its officers, employees or agents, shall be construed to be a waiver of the County's sovereign immunity.

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

31. Employment Practices. Consultant 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. Consultant, if applicable, agrees to execute the Fair Employment Affidavit included in this Contract evidencing Consultant's compliance of this policy.

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

33. Contract Construction. The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties.

34. Licenses and Certifications. Consultant shall secure all necessary business and professional licenses at its sole expense prior to executing this Contract.

35. Gratuities and Kickbacks. Consultant understands and agrees that 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 therefor. 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 Consultant, a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

36. 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 Work within the time limitations defined by the County. Failure to complete the Work within the time limitations shall subject the Consultant to reduction of the fee paid to Consultant. This section does not limit any other remedy available to the County.

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

38. Conflicting Terms. The parties agree that should the language in this Contract conflict with any language included in any documentation whether provided for by Consultant or on behalf of Consultant, then the language or terms of this Contract shall be controlling.

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

40. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Consultant and then by the authorized representatives of Williamson County, Tennessee.

**LAST ITEM ON PAGE**

**SIGNATURE PAGE TO FOLLOW**

*IN WITNESS WHEREOF*, the parties, through their authorized representatives, have affixed their signatures below.

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

**CONSULTANT:**

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

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

Sworn to and subscribed to before me, a  
Notary Public, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, the  
\_\_\_\_\_ of Consultant and  
duly authorized to execute this instrument  
on Consultant's behalf.

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

My Commission Expires: \_\_\_\_\_

H:\Williamson County\Agreements\Consultant Agreements\ FORM  
AGREEMENTS\2018.03.06 Form K Engineering Planning Judicial and Justice  
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