



WILLIAMSON COUNTY GOVERNMENT

August 29, 2023

To Whom It May Concern:

Williamson County Government is seeking qualifications from architectural design for two projects for the Williamson County Health Department. One project is located at the Franklin Health Department (1324 W. Main Street) and the other at the Fairview Health Department (2629 Fairview Boulevard). These projects are being paid for by Tennessee Department of Health SFRF (ARPA) and Williamson County ARPA funds.

Qualifications must be received no later than October 5, 2023, 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, Architect Design Services, Health Department, October 5, 2023, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PACKAGE WILL NOT BE OPENED.**

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on September 29, 2023.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Mitchell".

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



**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL DESIGN SERVICES**

INVITATION FOR QUALIFICATIONS

Williamson County Government is seeking qualifications from architectural design for two projects for the Williamson County Health Department. One project is located at the Franklin Health Department (1324 W. Main Street) and the other at the Fairview Health Department (2629 Fairview Boulevard). These projects are being paid for by Tennessee Department of Health SFRF (ARPA) and Williamson County ARPA funds.

Parties interested in responding are asked to submit, in a sealed envelope, three (3) copies of the qualifications no later than 2:00 P.M. (CST) on October 5, 2023 to:

The Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, TN 37064

1. BACKGROUND

Williamson County is accepting qualifications for architectural design services. Construction must be complete by December 31, 2024.

Franklin Clinic

Renovation of administrative area including design plans for new countertops (both on clerical and lobby sides); workstations for clerical staff & receptionist including at least two handicap access spaces; common work area (upon removal of charts and racks); upper and lower cabinetry & new countertops; two cubicle workstations; and new paint.

Fairview Clinic

Renovation of laboratory including design plans for removal of ½ wall to open space; upper and lower cabinetry with non-porous surface tops & installation of electrical outlets; sink with splash guards on (2) sides; eyewash station; workstation for computer & printer; new paint and flooring; and shelving in laboratory closet.

2. SCOPE OF WORK

- Prepare base plan based upon existing survey information. Supplement the survey with field observed data.
- Submit plans to all required entities for permitting.
- Prepare project manuals, drawings, bid forms and bid tabulations.
- Coordinate service with necessary utilities
- Coordinate services with all related projects if any, and other architects, all general contractors, and all construction managers or project managers so that no work will be duplicated or removed and re-done.
- Coordinate services with any future projects. Architect's services will take into account future projects in the area so that no work will be duplicated or removed and re-done.
- Answer Contractor questions and prepare addendums during the bidding period
- Conduct a pre-bid meeting and attend the bid opening.

- Conduct a preconstruction meeting with the Contractor and make semi-weekly observations of construction in progress.
- Review Contractor's submittals and pay applications
- Conduct punch list inspection and approve final completions of the Project.
- Conduct follow up as required on any warrantied work through the first year of occupancy.
- Conduct a final punch list review prior to one year occupancy.

3. EVALUATION PROCEDURES AND CRITERIA

The selection criteria are as follows:

- A. The demonstrated experience of the architect to perform services as requested in the RFQ. 50 points
- B. Qualifications of staff that will be assigned to these projects. 30 points
- C. The ability of the architect to meet the required deadlines for these projects. 20 points

4. CONTENTS OF QUALIFICATIONS

Qualifications must include, but need not be limited to the following information:

- A. Cover letter. Signature required.
- B. Company profile describing experience providing services/products requested in this RFQ, qualifications of staff, the sufficiency of the company's financial resources and why your organization is best suited to provide the services requested.
- C. Comprehensive description of how the consultant will meet the conditions outlined in the Scope of Services of this RFQ.
- D. List of other government related organizations that currently utilize, or have utilized your services.

If your qualification does not include all of the above items, it may be deemed non-responsive. Three (3) copies of the qualifications shall be submitted as described in Section 1 of this RFQ.

INSTRUCTIONS AND QUESTIONS

Questions regarding this Request for Qualifications should be directed only to the person designated below. Do not contact any other County employee or official regarding this RFQ.

Leslie Mitchell, leslie.mitchell@williamsoncounty-tn.gov or 615-790-5868.

FORM AGREEMENT EXAMPLE
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS PROFESSIONAL ARCHITECTURAL AGREEMENT for Architectural Services (the "Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE located at 1320 West Main Street, Suite 125, Franklin, Tennessee 37064 (hereinafter the "County"), and _____, a Tennessee general partnership, with its principal office located at _____, _____, _____ (hereinafter "Architect").

**ARTICLE I
DEFINITIONS**

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

- A. "Agreement"** means this entire Agreement between County and Architect as contained in this document and any attachments or exhibits explicitly incorporated into this Agreement by the parties.
- B. "Architect"** means _____ of _____.
- C. "Construction Cost"** means the total cost to County of all elements contained in the Project. The Construction Cost specifically excludes the compensation paid to Architect and Architect's sub-contractors, the costs of the land, rights-of-way, financing, or other similar costs which are the responsibility of County. Construction Costs are a segment of the Project Budget as defined in this Agreement and are not interchangeable terms. The Construction Cost shall not exceed the amount budgeted for the entire Project.
- D. "Construction Site"** means the location of the Project.
- E. "Contract Documents"** The Contract Documents are enumerated in the agreement between County and contractor and consist of the owner-contractor agreement, conditions of the contract (general, supplementary, and other conditions), drawings, specifications, addenda issued prior to execution of the contract, and modifications issued after execution of the contract. A modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by County in anticipation of receiving bids or proposals, the contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.
- F. "Contractors"** means any contractor(s) or subcontractor(s) who shall be engaged to perform any portion of the construction work on the Project.
- G. "Consultants"** means any and all consultant(s), sub-consultant(s), sub-contractor(s), or agent(s) of Architect.
- H. "County"** means Williamson County, Tennessee.
- I. "Final Completion"** means that point at which, as certified in writing by Architect and County and accepted by County, the Project is one hundred percent (100%) complete and in conformance with the Contract Documents.
- J. "Project"** means the project scope, concept, planning, design, and construction of the new Project.
- K. "Project Budget"** (also referred to herein as "Project Cost") means County's total estimated budget for all aspects of the Project including, but not limited to, Construction Costs, permits, fees, licenses, and fees owed to Architect under this Agreement, and other professional fees. It is understood by both parties that the "Construction Cost" and the "Project Cost" are not interchangeable terms.
- L. "Services"** means architectural, civil structural, mechanical, electrical engineering, and landscape services including all necessary landscape functions required by local codes and design generic as well as the other services required to fulfill all of Architect's obligations.
- M. "Substantial Completion"** means that point at which, as certified in writing by Architect and accepted in writing by County and Contractor, the Project is sufficiently complete in accordance with the Contract Documents such that County or its designee can enjoy beneficial use or occupancy and can use or operate it for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete and such partial use or occupancy shall not be evidence of Substantial Completion; and

N. **“Work”** means all labor, Services, equipment, permits, licenses, and materials necessary to complete the construction of the Project to the Project specifications as approved by County and all other requirements included in this Agreement.

Quotation marks and capital letters are not part of the defined terms above.

ARTICLE II TERM AND TERMINATION

A. **Term.** The term of this Agreement shall extend from the date this Agreement is fully executed by the parties and shall continue until the Project achieves Final Completion and all contractual obligations contained herein have been completed to the satisfaction of County. This Agreement may be extended by written agreement of the parties. The option to extend shall be exercised and at the discretion of County. To be effective, any extension must be approved by the Williamson County Attorney and County’s Department of Finance, and signed by County Mayor.

B. **Termination.**

1. **Termination - Breach.** Subject to the requirements contained in this Agreement, upon Architect’s actions, inactions, negligent acts, errors, or omissions causing the breach of any material term provided hereunder, County shall have the absolute unconditional right to terminate this Agreement by giving written notice of such termination to Architect. If Architect fails to observe, perform, or comply in any material respect with any term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by Architect under the provisions of this Agreement, and if such failure continues uncured for thirty (30) calendar days after written notice is given by County to Architect specifying the nature of such breach, unless the breach can be cured but is not susceptible of being cured within said thirty (30) calendar day period, in which event such a failure shall not constitute default if Architect commences action to cure within five (5) calendar days of receipt of the notice, and thereafter prosecutes such action to completion with all due diligence.
2. **Termination - Funding.** Should funding be exhausted or if funding for the Project is discontinued for failure of County’s legislative body to appropriate funds, County shall have the right to terminate this Agreement immediately upon providing written notice to Architect. Architect shall be paid for all unpaid Services provided by Architect, and which is required to fulfill Architect’s obligations up to the time of receipt of the written notice. Termination of this Agreement for lack of funds shall not in any way be considered a breach of this Agreement by County.
3. **Termination - Agreement.** The parties may terminate this Agreement by written agreement.
4. **Termination - Notice.** County may terminate this Agreement at any time upon sixty (60) days written notice to Architect.
5. **Termination - Bankruptcy.** County may terminate this Agreement if Architect or any successor or assignee of Architect, 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 Architect, or if a receiver or trustee shall be appointed for all or substantially all of the property of Architect, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

ARTICLE III COMPENSATION FOR ARCHITECT’S SERVICES

A. County shall pay Architect for the provision of all Services provided herein a rate of _____ percent of the total budgeted construction cost of _____ and 00/100 Dollars for an architect fee of _____

_____ and 00/100 Dollars to be paid in the manner as provided herein. Should the total budgeted Construction Cost increase in the manner provided herein, Architect's fee shall increase or decrease at the percentage of the same rate. In the event the fee is decreased, there will be no adjustment made for that portion of the fee previously earned. Payments to Architect shall be based on properly submitted invoices, including a progress report which shall be in a form as may reasonably be required by County, and which shall include the following information:

1. A description of the Services performed during the prior month;
2. A list of the change orders approved as of the end of the prior month;
3. A description of any complications or setbacks encountered during the prior month, whether Architect believes the problem will cause delay in the Final Completion and a description of remedies or practices to address the complication or setback;
4. A description of any payment or other disputes with any Contractors or Governmental Authorities.

B. The fees shall not be modified except by Change Order as provided for in this Agreement. No increase in the fee will be charged due to the Contractor's construction change orders generated during the construction period to the extent arising from Architect or Architect's Consultant's actions, errors, or omissions. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to County, and if the costs would have otherwise been incurred by County had the act or omission by Architect resulting in the change, not occurred, then County shall be responsible for the costs associated with the change to the extent the costs would have otherwise been incurred. Otherwise, Architect shall be responsible for the cost.

C. Architect shall pay all expenses in connection with employing, retaining, and supervising other persons necessary or appropriate for the performance of the Services including compensation, salaries, wages, overhead, and administrative expenses incurred by Architect, and as applicable, FICA and Medicare taxes, workers' compensation insurance, retirement and insurance benefits, and other such expenses. All Services performed or materials supplied by any affiliate of Architect shall be performed or supplied at terms and rates that are reasonably competitive with the terms and rates known to Architect to be prevailing in the industry at the time for the area of operations.

D. On or before the tenth (10th) day of each month after commencement of performance of the Services, but no more frequently than once monthly, Architect may submit an invoice for the period ending on the last day of the prior month along with the progress report. Therein, Architect may request payment for the portion of the Services satisfactorily completed by Architect allocable to the Project and Contract Document requirements properly provided, labor, materials, and equipment properly incorporated in the Project. Each invoice shall be signed by Architect and notarized and shall constitute Architect's representation that the quantity of Services has reached the level for which payment is requested and that Architect knows of no reason why payment should not be made as requested.

E. County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion of the fee or the entire fee previously paid to Architect due to:

1. The quality of a portion of the Services not being in accordance with the requirements of this Agreement;
2. Loss suffered by County caused by the negligent provision of Services provided by or on behalf of Architect not addressed in Section III.B above; and,
3. Architect's failure or refusal to perform any of its material obligations to County.

F. County shall pay to Architect the full undisputed amount of each invoice within forty-five (45) business days of receipt of each such invoice. If County's failure to pay is a result of a bad faith dispute of any invoice amount, then interest will be payable only on the unpaid portion that is found or agreed by the parties to be ultimately due, otherwise no interest shall be paid on unpaid disputed amounts. Payment and failure to object to all or any portion of an invoice amount shall not be construed as an acceptance of defective Services or a waiver of any right under this Agreement by County.

G. Neither payment to Architect, utilization of the Project for any purpose by County, nor any other act or omission by County shall be interpreted or construed as an acceptance of any Services of Architect not strictly in compliance with this Agreement.

H. County shall not be responsible for any taxes that are imposed on Architect. Furthermore, Architect understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to County.

I. Additional Services of Architect that are approved by County in writing will be provided based on Architect's hourly rate schedule attached as Exhibit ___.

ARTICLE IV DUTIES OF ARCHITECT

A. General Duties

1. The Services shall include architectural, civil, structural, mechanical, electrical engineering, and landscape services including all necessary landscape functions required by local codes and architect designs generic to the type of function the facilities are to perform. Consultants retained by Architect will be as described in Exhibit ___. The Services described or specified in this Agreement shall not be deemed to constitute a comprehensive list of Services, and specifications having the effect of excluding services not specifically mentioned. Architect's scope of services and corresponding compensation and schedule are based on the Master Plan dated as of ____.
2. Architect shall perform the Services as expeditiously as is consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architect shall submit to County for approval a schedule for the performance of Architect's Services for the Project. The proposed schedule shall include allowances for periods of time required for County's review and approval of submissions, receipt of appropriated funding, and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by County shall not, except for reasonable cause, be exceeded by Architect.
3. Architect shall coordinate Architect's Services under this Agreement with County's designated representatives as may be requested and desirable, including with other professionals employed by County for the design, coordination, or management of other Work related to the Project.
4. Architect may sub-contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Services consisting of the following: architectural design, mechanical, electrical, structural, civil engineers, landscapers, and interior designers and other specialty consultants licensed as such by the State of Tennessee as required to perform their respective services. The names of Consultant(s) shall be submitted to County for approval prior to commencement of any Services by a Consultant. County reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between County and any Consultant employed by Architect under the terms of this Agreement.
5. Architect hereby acknowledges County has established the Construction Costs, Project Budget, and scope of the Project based on the budgeting guidelines provided by County. Architect shall have the continued responsibility to further design, develop, review, and reconcile Architect's estimated Construction Cost against the Project Budget at the beginning of the Project and at the completion of each design phase for each individual project as stated in this Section IV.A.5. Architect shall also have responsibility to develop, review, and reconcile the estimated Construction Cost and Project Budget with the assistance of County.
 - a. If at any time Architect's estimate of the Construction Costs or Project Budget exceeds the Project Budget, Architect shall make appropriate recommendations to County to adjust the Project's size, quality, or Project Budget, and County shall cooperate with Architect in making such adjustments.
 - b. If the Project Budget at the conclusion of the Design Development Phase is exceeded by the estimated Construction Cost for the Project, County shall
 - i. work to give written approval of an increase in the Project Budget;
 - ii. authorize rebidding or renegotiating of the Project within a reasonable time;
 - iii. terminate in accordance with Article II;
 - iv. in consultation with Architect, revise the Project program, scope, or quality as required to reduce the Construction Costs; or,
 - v. implement any other mutually acceptable alternative.

- c. If County chooses to proceed under Section IV.5.b.iv., Architect shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Project Budget at the conclusion of the Design Development Phase, or the budget as adjusted under Section IV.5.b.i.. If County requires Architect to modify the Construction Documents, Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, Architect's modification of the Construction Documents shall be the limit of Architect's responsibility under this Agreement. Changes to Construction Documents rising due to market conditions Architect could not reasonably anticipate may require additional compensation to be paid Architect's acceptable hourly rate.
6. Architect shall complete the Services so that the cost to construct the Project as a whole will not exceed the Project Budget unless otherwise approved by County. Architect shall maintain cost controls throughout the Project to deliver the Project within the Project Budget as stated in Section IV.A.5. As part of these cost controls, Architect shall be permitted to include contingencies for design, bidding, and price escalation, to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the Project Budget. Because Architect does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices or competitive bidding shall be made on the basis of its experience and represent its best judgment as an experienced, qualified professional familiar with the industry and local conditions and markets. Because Architect does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices or competitive bidding shall be made on the basis of Architect's experience and represent Architect's judgement as an experienced and qualified professional familiar with the industry. Architect does not guarantee the proposals, bids, or actual costs will not vary from its opinion of costs.
7. A minimum of six (6) sets of plans shall be submitted to County by Architect at the end of each of the phases more fully described in this Article IV, Sections (B) through (G).
8. As soon as practicable after the date of this Agreement, Architect shall submit for County's approval a schedule for the performance of Architect's Services based on the project schedule attached as Exhibit __. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for County's review, for the performance of Architect's consultants, and for approval of submissions by authorities having jurisdiction over the Project. In providing such schedules, it is recognized that Architect has no control over the meeting/review times or schedules of County or authorities having jurisdiction over the Project. The Project duration is based on Architect's reasonable professional judgment and experience and does not in any way whatsoever constitute a warranty, express or implied, that the provided periods of time will not vary from County's expected schedule or from any additional project schedules prepared by Architect or others as the Project progresses. Any construction activities shown on Architect's schedule are provided only for planning information and will be superseded by a detailed construction schedule(s) provided by Contractor at a later date. Once approved by County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by Architect or County. With County's approval, Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

B. Pre-Design Phase

1. Architect shall review the Project requirements, the objectives set forth by County, on and off-site development, survey requirements, and the preliminary budget, and make recommendations for any revisions. Architect shall provide and evaluate the Project delivery options available to County for the design, bid, and bid packaging for the individual projects making up the Project for efficient scheduling, cost control, and financial resource management. Architect shall arrive at a mutual understanding of such requirements with County and shall commit such understanding to writing. In the event County elects a project delivery method that requires modification to this

Agreement, the parties will execute an amendment. In the event County modifies the Project to provide phased or fast track construction or requires Architect to issue its documents in multiple work packages, the parties will amend this Agreement to provide for fast-track delivery.

2. Architect shall submit to County a preliminary opinion of probable Construction Costs which is part of the overall Project Budget. The Project Budget is the cost required to achieve all aspects of the Project including, but not limited to, all Construction Costs, Architect's fee, bond cost, legal fees, furniture, landscaping, soil analysis, etc. Architect will consult with County to develop the preliminary opinion of probable Project Budget and shall include a breakdown of costs for each individual project of the Project.

C. Schematic Design Phase. Upon County's acceptance of Architect's Services in the previous phase and assuming County has not terminated this Agreement, Architect shall prepare for County's review and approval, a Schematic Design Study containing the following items as applicable to the Project scope:

1. Prepare and review with County, a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of Architect, required completion times necessary for the review and approval by County and by pertinent regulatory agencies and additional definition of deliverables. Architect will use its reasonable professional efforts to identify laws, rules, and regulations which apply to the Project to interpret the same in a reasonable manner, to seek the advice of government officials when questions of interpretation and/or applicability arise, and to produce reports, drawings, and other documents which are consistent therewith.
2. Architectural.
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
3. Electrical.
 - a. Calculate overall approximate electrical loads.
 - b. Identify proposed electrical system for service, power, lighting, low voltage, and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
 - c. Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components.
4. Civil. Identify surface improvements including roadways, walkways, parking, preliminary finish grade, utility easements, and drainage.
5. Landscape. Develop and coordinate landscape design concepts entailing visual analysis of existing conditions, proposed components, and how the occupants will use the facility. Include location and description of planting, ground improvements, and visual barriers.
6. Specifications. Prepare preliminary specifications of proposed architectural, structural, mechanical, and electrical materials systems and equipment and their criteria and quality standards which shall also include an outline that identifies materials and systems and their quality levels. Architect shall review and provide County its comments on the construction bid contracts and Contract Documents.
7. Presentation.
 - a. Architect shall present to County the detailed Schematic Design.

- b. The Schematic Design shall be revised until a final concept within the approved Project Budget has been accepted and approved by County.
- D. Design Development Phase.** Based on the approved Schematic Design documents and any subsequent adjustments authorized in writing by County for the Project, schedule, Construction Cost, and Project Budget, Architect shall prepare, for approval by County, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project by individual projects as to the architectural, structural, plumbing, mechanical and electrical systems, communications equipment, kitchen equipment, building finishes, and fire protection equipment and such elements as may be appropriate as follows:
1. Architectural
 - a. Scaled, dimensioned floor plans with final room locations, including all openings.
 - b. 1/8" scale building sections showing dimensional relationships, materials, and components.
 - c. Identification of all fixed equipment to be installed in contract.
 - d. Completed site plan with notes and dimensions including grading and paving.
 - e. Legends showing all symbols used on drawings.
 - f. Floor plans identifying all fixed and major movable equipment and furniture.
 2. Structural
 - a. Structural drawings.
 - b. Final building and floor elevations.
 - c. Preliminary specifications.
 - d. Identify, if any, fill requirements.
 3. Mechanical
 - a. Heating and cooling load calculations as required and major duct or pipe sized to interface with structural.
 - b. Location, size, and capacity of all major mechanical equipment.
 - c. Location and size of all ductwork and piping.
 - d. Legend showing all symbols used on drawings.
 - e. Identification of control systems, if any.
 4. Electrical
 - a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
 - b. Size and capacity of all major electrical equipment.
 - c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers, and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
 - d. Legend showing all symbols used on drawings.
 5. Civil
 - a. Further refinement of Schematic Design phase development of street access to new building sites if required by design, development of on and off-site utility systems for sewer, electrical, water, storm drain, firewater lines and fire hydrants. This includes, without limitation, pipe sizes, materials, invert elevation location and installation details. Basic services include off-site work for building related sidewalks, curb cuts, and utility tie-ins at street.
 - b. Further refinement of Schematic Design on site roadways, walkways, parking, and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking, and roadway sections.
 6. Landscape
 - a. Further refinement of Schematic Design concepts: Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.
 7. Construction Cost/Project Budget
 - a. Update the estimated Construction Cost for the Project.

- b. If the estimated Construction Cost for the Project exceeds the Project Budget at the end of the current design phase, the parties will take action as required by Section IV.A.6.
- c. Submit the Construction Cost to County for review and approval.

E. Construction Documents Phase. Upon County's acceptance of Architect's Services in the previous Phase and assuming County has not terminated this Agreement, Architect shall perform the following services:

1. Based on the approved design development documents and any further adjustments in the scope or quality of the Project or in the Project Budget authorized by County, Architect shall prepare, for approval by County, construction documents consisting of drawings and specifications setting forth in detail the Services, Work, obligations, and requirements for the construction of the Project by individual project.
2. Architect shall assist County in the preparation of necessary bidding information, bidding forms, the conditions of the construction contract, and the form of agreement between County and the Contractors.
3. Architect shall assist County in connection with County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
4. If changes are required in the construction documents due to any laws, standards, regulations, court order, or other unforeseen occurrence, Architect shall change the documents at no additional cost to County.

F. Bidding or Negotiation Phase. Upon County's acceptance of Architect's Services in the previous Phase and assuming County has not terminated this Agreement, Architect shall perform the following services:

1. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by Architect for decision by County as to the proper procedure required. Corrective action will be in the form of an addendum prepared by Architect and issued through County.
2. Architect shall assist County in securing structural, mechanical, chemical, and other laboratory tests, inspections, and reports as required by law or the Contract Documents.
3. Architect shall exercise its reasonable professional judgment in accordance with the standard of the architectural profession to design the Project. Upon approval of County's legal counsel concerning the terms of warranty, Architect shall include in the construction contracts a requirement that the Contractors warrant the Services provided herein for a period of at least ten (10) years.

G. Construction Phase. Upon County's acceptance of Architect's Services in the previous Phase and assuming County has not terminated this Agreement, Architect shall perform the following services:

1. The construction phase will commence with the award of the construction contract(s) and will terminate on the date of Final Completion and acceptance by County of the completed Project and each individual project. Architect shall provide administration of the Contract between County and the Contractor as set forth below.
2. Architect shall be a representative of County during the construction phase and shall advise and consult with County. Architect shall have authority to act on behalf of County provided County is informed and approves of the action, and provided that such action complies with the Tennessee purchasing laws or other applicable law. Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Architect shall be responsible for Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
3. Architect shall visit the Construction Sites at intervals appropriate to the stage of construction or as directed by County to become generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed is being performed in a manner indicating that the Work is proceeding in accordance with the Contract Documents. Architect shall keep County informed of the progress and quality of the Work and shall endeavor to guard County against

defects and deficiencies in the Work of the Contractors on the basis of such on-site observations by Architect. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, Architect shall keep County reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to County (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

4. Architect shall at all times have access to the Work and Construction Sites whether it is in preparation or progress.
5. Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have authority, provided it obtains County's prior approval, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed.
6. Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. Architect's certification for payment shall constitute a representation to County, based on Architect's evaluation of the Work as provided in Section IV.G.3 and on the data comprising the Contractor's application for payment, that, to the best of Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
 - a. The issuance of a certificate for payment shall not be a representation that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
 - b. Architect shall maintain a record of the applications and certificates for payment.
7. Architect shall review and approve or take other appropriate action upon Architect(s)' submittals such as in shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work. Review of such submittals is not for the purpose of determining the accuracy and completeness of performance of equipment or systems, which are the Contractor's responsibility. Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - a. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, Architect shall specify the appropriate performance and design criteria that such services must satisfy. Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to Architect. Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
8. Architect shall review change orders and construction change directives, with supporting documentation and data if deemed necessary by County, for County's approval and execution in accordance with the Contract Documents. Architect, with approval of County may authorize minor changes in the Work which do not involve any adjustment in the Construction Cost or any extension of the time during which a particular contract or job is to be completed so long as such changes are not inconsistent with the intent of the Contract Documents.

9. Architect shall advise County in advance of Architect's visit to the Construction Sites for observations of the Work to allow County the opportunity to accompany Architect during the observation. Architect shall submit its proposed determinations and conditions concerning the dates of Final Completion to County for its review.
10. Architect shall prepare and provide upon request of County the minutes of all Project meetings attended by Architect during the design phases as well as any other documentation concerning the issues discussed during the meeting. County may require the Contractor to prepare minutes of all Project meetings attended by County, Architect, and the Contractor during the construction phase as well as any other documentation concerning the issues discussed during the meetings.
11. Architect shall review and respond to requests for information about the Contract Documents. Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, Architect shall prepare and issue supplemental drawings and specifications in response to the requests for information.
12. Changes in the Work. Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time but only after contacting County. Architect shall prepare Change Orders and Construction Change Directives for County's approval and execution in accordance with the Contract Documents.
13. Project Completion
 - a. Architect in conjunction with County shall:
 - i. conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
 - ii. issue Certificates of Substantial Completion;
 - iii. forward to County, for County's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - iv. issue a final Certificate of Payment based upon a final inspection indicating that, to the best of Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
 - b. Architect's inspections shall be conducted with County to inspect conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
 - c. When Substantial Completion has been achieved, Architect shall inform County about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for Final Completion or correction of the Work.
 - d. Architect shall forward to County the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
 - e. Upon request of County, and prior to the expiration of one (1) year from the date of Substantial Completion of any individual project, Architect shall, without additional compensation, conduct a meeting with County to review the facility operations and performance.

**ARTICLE V
DUTIES OF COUNTY**

A. County shall furnish to Architect, upon written request by Architect, any written and tangible material known by County to be in its possession concerning conditions above or below ground at the Construction Sites of the Project. Such written and tangible material is furnished to Architect only in order to make disclosure of

such material in the possession of County and for no other purpose. By furnishing such material, 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.

B. County may furnish surveys describing physical characteristics, legal limitations, and utility locations for the Construction Sites of the Project which it has in its possession, and a written legal description of the Construction Sites if requested by Architect in writing. The surveys and legal information may include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths to furnish the Services or Work of such Architects.

C. Prompt written notice shall be given by County to Architect if County becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. This paragraph does not in any way relieve Architect of Architect's usual and customary responsibility to maintain general familiarity with the progress and quality of the Services and Work and to determine if the Work is done in accordance with the Contract Documents.

ARTICLE VI REPRESENTATIONS OF ARCHITECT

Recognizing that County is relying thereon, Architect represents to County that:

A. It is qualified to act as Architect for this Project and has and shall maintain, all licenses, permits, or other authorizations necessary to complete the Services and Work;

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

C. It is experienced and skilled in architecture of the type desired by County;

D. It is licensed under all applicable laws and authorized to do business as an architect in the State of Tennessee in the name of the entity identified herein as Architect;

E. It has visited the Construction Site and examined its nature and location, including without limitation: the surface conditions of the Construction Site and any structure or obstruction, both natural or man-made, the surface water conditions and water ways of the Construction Site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer, and storm drain lines, if required to complete the Project as well as any other civil conditions or documents required in the completion of the Project;

F. 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;

G. 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;

H. 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

I. It will comply with applicable federal, state, and local governmental laws, rules, and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE VII RIGHT TO BID FOR CONSTRUCTION CONTRACTS

A. Architect hereby acknowledges and agrees that it will not participate as a bidder in the bidding process for any construction contract for which County may seek bids pursuant to the Project, unless requested in writing by County.

B. Architect hereby acknowledges and agrees that it will not seek to be engaged as the construction manager for the Project, should County seek to engage the services of a construction manager unless requested by County in writing.

**ARTICLE VIII
ALTERNATIVE DISPUTE RESOLUTION**

A. All claims, disputes, or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes, or controversies as stated above may be submitted to litigation in a Court of competent jurisdiction in Williamson County, Tennessee.

B. In the event of a good faith dispute between the parties as to performance of the Work or Services or the interpretation of this Agreement, or payment or nonpayment for Work or Services performed or not performed, the parties shall attempt to resolve the dispute promptly. Pending resolution of this dispute, Architect agrees to continue the Services diligently to completion provided County continues to pay all undisputed amounts then due to Architect hereunder not in good faith dispute. If County disputes any amounts due to Architect, County shall give prompt written notice of the amounts in dispute and the reasons therefor. No amounts may be withheld from Architect's compensation due to any penalty, liquidated damages, or other sums withheld from payments to contractors, or due to the cost of changes in the Work other than those for which are found to arise from Architect's errors or omissions or Architect's failure to comply with the requirements set forth in this Agreement. Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction sitting in Williamson County, Tennessee of the dispute, or other alternative dispute resolution proceedings if agreed by County, in accordance with Article VIII above so long as it does not cause any delays in completing the Project.

**ARTICLE IX
CONSTRUCTION COST**

A. The total Construction Cost shall not exceed _____. Construction Cost does not include the compensation of Architect and Architect's Contractors, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of County.

B. The Construction Cost shall not be increased without the express written permission of County.

**ARTICLE X
OWNERSHIP OF PROJECT DOCUMENTS**

All reports and reproducible documents, all shop drawings and other submittals by Contractor and Architect and all other original works of authorship, whether created by County, Architect, or Contractor, embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two-dimensional works, and three-dimensional works developed by Architect for the purpose of this Agreement ("Work Product") shall become the property of County. County may reuse any and all reports, studies, and documents without the need for consent of Architect. Any modifications made by County to any of the documents or any use or reuse of the documents will be at County's sole risk and without liability to Architect. Upon delivery and of acceptance of the Work Product or upon notice of breach or upon Final Completion, Architect shall deliver all documents, reports, and applicable data to County in a form agreeable to County within five (5) workdays of payment in full of all monies due to Architect.

**ARTICLE XI
PROPIETARY RIGHTS**

A. The Services and Work Product have been specifically ordered and commissioned by County on behalf of County. Architect agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by County upon payment in full to Architect.

B. 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, Architect hereby assigns to 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 the Proprietary Rights embodied in the Work Product or developed in the course of Architect's creation of the Work Product. At any time upon request from County and upon termination or expiration of this Agreement, Architect will deliver to County in tangible form all materials containing Work Product, whether complete or in process.

**ARTICLE XII
INDEMNIFICATION and HOLD HARMLESS**

- A.** Architect shall indemnify and hold harmless County, its officers, agents, and employees from:
 - 1. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Architect, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of this Agreement unless the injury or damage is caused by a negligent act of either County;
 - 2. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Architect, 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 unless such failure to observe the applicable law was a result in whole of a negligent act of County; and
 - 3. Any claims, damages, penalties, costs, and attorney fees arising from any action brought against County by any of Architect'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 the cause of the injury is a result of a negligent act of County.
- B.** Architect shall pay to County any expenses incurred as a result of Architect's negligence resulting in a failure to fulfill any obligation in a professional and timely manner under this Agreement.
- C.** County will not indemnify, defend, or hold harmless in any fashion Architect from any claims arising from any failure, regardless of any language in any attachment or other document that Architect may provide.

**ARTICLE XIII
INSURANCE REQUIREMENTS**

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

- 1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - a. Per Occurrence limit of not less than \$ 1,000,000
 - b. General Aggregate will not be less than \$ 2,000,000
 - c. Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - d. Completed Operations, including on-going operations in favor of the Additional Insured
 - e. Contractual Liability
 - f. Personal Injury
- 2. Business Auto Liability (including owned, non-owned and hired vehicles)
 - a. Combined Single Limit \$ 1,000,000 or
 - b. Split Limit:
 - Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
 - Property Damage: \$ 1,000,000 Each Accident
- 3. Umbrella Excess Liability
 - a. \$ 1,000,000 over primary insurance
- 4. Workers Compensation
 - a. State: Statutory
 - b. Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit

\$ 1,000,000 Disease Each Employee5. Professional liability.

- a. Aggregate limit of not less than \$1,000,000.00 per claim deductible covering Architect and Consultant.

The Commercial General Liability policy will include Williamson County, Tennessee Government as an Additional Insured with respect to this Agreement only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished by Architect to Williamson County Government Risk Management. All insurance provided by Architect 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 Consultant(s) or subconsultants of Architect for structural, civil, mechanical, electrical, and plumbing engineering will be required to procure and maintain during the life of the contract, the identical insurance required of Architect and comply with all provisions of this Article.

ARTICLE XIV CHANGE ORDERS

Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of Architect, any Additional Services provided in accordance with this Article XIV shall entitle Architect to compensation and an appropriate adjustment in Architect's schedule. Additional Services will be authorized by a Change Order prior to Architect providing the Additional Services. To be authorized and implemented, any and all Change Orders concerning the Services shall satisfy the requirements and process contained in this Agreement and be signed by Architect County prior to any Contractor proceeding with any such change(s). *It is specifically understood by the parties hereto that Architect shall not be reimbursed for any Services relating to a change order that was not authorized as specified in this Article.* Changes to the Services within the general scope of this Agreement shall be ordered by Change Order and must be submitted on a Change Order Form.

- A. Upon recognizing the need to perform the following additional Services, Architect shall notify County with reasonable promptness and explain the facts and circumstances giving rise to the need. Architect shall not proceed to provide the following Additional Services until a Change Order is approved as stated above:
 1. Services necessitated by a material change in the initial information, previous instructions or approvals given by Architect, or a material change in the Project including size, quality, complexity, budget, or procurement or delivery method;
 2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared documents referenced in Article I.

ARTICLE XV COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFORMATION

A. Architect shall indemnify County against damages and costs for infringement to the extent that it is based on a claim that the schematics, design development documents, or Services furnished or provided by or on behalf of Architect infringe a copyright, trademark, service mark, or patent. Architect shall further indemnify and hold harmless County against any award of damages and costs made against County by a final judgment of a court of last resort in any such suit to the extent that the infringement based on schematics, design development documents, or Services furnished or provided by or on behalf of Architect.

B. If the schematics, design development documents, or Services furnished by or on behalf of Architect under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Architect's obligation to satisfy the final award as provided above, Architect may, at its option and expense:

1. Procure for County the right to continue using the schematic, design development documents, or Services;
2. Replace or modify the alleged infringing schematic, design development documents, or Services

- with other equally suitable products or Services that are satisfactory to County, so that they become non-infringing; or
3. Discontinue the Services and cancel any future charges pertaining thereto subject to County's rights provided above.
 4. Provided however, that Architect will not exercise option in XV B.3. until Architect and County have determined that options XV B.1 and XV B.2. are impractical.
- C. Architect shall have no liability to County, if any such infringement or claim thereof is based upon or arises out of the use of the schematic, design development documents, or Services in a manner for which the schematic, design development documents, or Services were neither designated nor contemplated.

**ARTICLE XVI
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. **Force Majeure.** If a party hereto is delayed or prevented from performing any obligation due to fire, flood, earthquake, elements of nature or acts of God, governmental act, or failure to act, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism, strike, labor dispute, inability to procure materials, or any cause beyond such parties (as applicable) reasonable control, then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention. No force majeure event shall excuse the timely payment of all items due under this Agreement. Financial disability or hardship shall never constitute a force majeure event.
- C. **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 Architect may provide. Any language specifying any other governing law included in this Agreement is deleted and is void.
- D. **Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Williamson County, Tennessee.
- E. **Attorney Fees.** Architect 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, Architect shall pay all expenses of such action including attorney fees and court costs at all stages of litigation. County agrees to, in the event either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event Architect prevails and to the degree provided by Tennessee law and so ordered by a court of competent jurisdiction, pay all expenses of such action including reasonable attorney fees and court costs at all stages of litigation.

F. **Notices:**

1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by 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:**
 - a. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
 - b. If to Architect: _____

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

H. Limitation of Legal Avenues. County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and the Tennessee State Legislature.

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

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

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

L. Liens. Architect understands and accepts that Tennessee Law forbids any liens being placed on governmental property. Architect 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. Architect shall notify County immediately once it becomes aware of any action to place a lien on County is initiated.

M. Employment Practices. Architect 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. Architect, if applicable, agrees to execute the Fair Employment Affidavit included in this Agreement evidencing Architect's compliance of this policy.

N. Employment of Illegal Immigrants. Architect 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 are considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being an Architect, Contractor, or subcontractor under contracts with County.

O. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall 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.

P. Maintenance of Records. Architect shall maintain documentation for all charges against County. The books, records, and documents of Architect, insofar as they relate to Work performed or money received under this Agreement, 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.

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

R. Time of Performance. Since this Project is funded by public money, the parties agree that timeliness

or performance is of importance for the Final Completion of all Services and Work within the time limitations defined by the Contract Documents. Failure to complete the Services or Work within the time limitations established in the approved schedule for performance of Architect's services due to negligence on the part of Architect shall subject Architect to reduction of the fee paid to Architect. This section does not limit any other remedy available to County.

S. Licenses and Certifications. Architect shall secure all necessary business and professional licenses at its sole expense prior to executing this Agreement.

T. Americans with Disabilities Act. All design and construction activities shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 Standards for Accessible Design. Architect must include these requirements in each subcontract entered into with Architect under this Agreement.

U. Conflicting Terms. The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by Architect or not, then the language or terms of this Agreement shall be controlling.

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

W. 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.

X. Construction. The titles of the articles and sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that they have both participated equally in the negotiation and preparation of this Agreement and no court construing this Agreement or the rights of the parties hereunder shall be prejudiced toward either party by reason of the rule of construction that a document is to be construed more strictly against the party or parties who prepared the same.

Y. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Architect and then by the authorized representatives of County 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 the Agreement is fully executed by the parties.

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:

Rogers Anderson, County Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____

ARCHITECT:

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, this ____ day of _____, 20__, by _____, the _____ of Architect and duly authorized to execute this instrument on Architect's behalf.

Notary Public

My Commission Expires
