CA 08 66 00

EXHIBIT A
To Permanent Rules of Order of the Board of County Commissioners of Shelby County, Tennessee

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Community Services

For Commission Action on (date) 6/02/08

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $596,019 WITH BARNES & BROWER, INC., FOR THE RENOVATION OF APPROXIMATELY 13,500 SQ. FT. OF SHELBY COUNTY HEAD START INTERIOR DEMOLITION & REMODELING AND THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF $596,019. SPONSORED BY COMMISSIONER GEORGE FLINN.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___x___ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____ ; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $ 596,019.00

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Head Start
APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:	John D. Lovelace 922-0712	JDL	5/7/08
Elected Official:			
Division Director:	Dottie Jones 5454274		05/08/08
CIP – A&F Director:			
Finance Dept.	Mike Swift 545-4269	MDL	5/21/08
County Attorney:	545-4363	KM	5/8/08
CAO/Mayor:	James F. Huntzicker 545-4514		5/22/08

SUMMARY

I. Description of Item

This resolution authorizes renovation of approximately 13,500 square feet of interior demolition & remodeling at the Head Start facility located at 3435 Ridge Meadow Parkway Memphis, TN 38115. This location will have nine (9) classrooms as well as administrative and parent spaces. 180 children will be served at this location. Services to these children and families are expected to commence in August, 2008.

II. Sources and Amount of Funding
Amount Expended/Budget line Item

Federal Department of Health and Human Services/Administration For Children and Families. $596,019.00

Budget Line Item – Head Start Operations and Maintenance Accounts as appropriate

All Costs (Direct/Indirect)
100% Grant Fund Reimbursement of $596,019.00

Additional or Subsequent Obligations or Expenses of Shelby County
N/A

III. Contract Items

A. Type of Contract – Contract for renovation of Head Start facility.

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of the resolution.

ITEM #_____ PREPARED BY: Mattie Harris_____

COMMISSIONER _____ APPROVED BY: _____

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $596,019 WITH BARNES & BROWER, INC., FOR THE RENOVATION OF APPROXIMATELY 13,500 SQ. FT. OF SHELBY COUNTY HEAD START INTERIOR DEMOLITION & REMODELING AND THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF $596,019. SPONSORED BY COMMISSIONER GEORGE FLINN.

WHEREAS, Shelby County Head Start has the need for renovations at the Head Start facility located at 3435 Ridge Meadow Parkway; and

WHEREAS, Shelby County issued a Request for Proposals (RFP") Number 08-003-59, renovations for the Ridge Meadow Parkway Head Start facility on March 12, 2008; and

WHEREAS, Barnes & Brower, Inc., responded to the Request for Proposal on April 3, 2008, and was the lowest and best bidder with knowledge and expertise meeting the County's specifications; and

WHEREAS, The parties are desirous of entering into a contract setting forth the terms and conditions under which Barnes & Brower, Inc., for the amount of $596,019.00 will provide the aforementioned renovation services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds to Barnes & Brower, Inc., in the amount of $596,019.00 for renovation services is hereby approved.

BE IT FURTHER RESOLVED, That funds are hereby appropriated from the approved FY 2007-08 Operating Budget.

BE IT FURTHER RESOLVED, that the funds in the amount of $596,019.00 are hereby appropriated from the approved FY 2007-08 Operating Budget, Line Item Number 103-480350-7011 Head Start.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary for the completion of this purchase.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders for these services from the FY 2007/2008 O & M Budget to the extent of available funds in the appropriate accounts.

BE IT FURTHER RESOLVED, That the County Mayor and the Division Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed $596,019.00 to Barnes & Brower, Inc., for the purposes contained in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

CONTRACT NO. CA 086600

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: SHELBY COUNTY HEAD START

2. Preparer's Name, Telephone #, and E-Mail Address:
   Ernest Johnson Jr., (901) 922-0741, and johnson-e@scgheadstart.com

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   To provide funds for the renovation of the Ridgeway Head Start center.

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Barnes and Brower, Inc.
   3778 Burdan Cove
   Memphis, TN 38118
   VENDOR NO. 03912
   EOC NO. EOC-C-0708-12235

5. COST OF ITEM OR SERVICE REQUESTED: $596,019.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: 60days frm date on notice to proceed

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   103-480350-7011 (Funds will be disbursed by SunTrust Bank)

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☐ Bid/RFP Process - # & Date
   b. ☐ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description
    ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
      ☐ MALE ☐ FEMALE
    ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
      ANNUAL SALES DOES NOT EXCEED $3 MILLION
    ☐ N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

	DEPARTMENT HEAD	DATE 5/07/08
ELECTED OFFICIAL	DIVISION DIRECTOR	DATE 05/08/08

COUNTY/CONTRACTOR AGREEMENT

OWNER: SHELBY COUNTY GOVERNMENT
160 N. MAIN ST.
MEMPHIS, TN 38103

CONTRACTOR: BARNES & BROWER, INC.
3778 BURDAN COVE
MEMPHIS, TN 38118

ARCHITECT\ ENGINEER: SELF TUCKER ARCHITECTS, INC.
505 TENNESSEE STREET, SUITE 101
MEMPHIS, TN 38103

THIS CONTRACT, made and entered into this _____ day of _____, 2008, by and between SHELBY COUNTY GOVERNMENT, through its governing body and authorized representative, party of the first part, hereinafter referred to as "COUNTY", and BARNES AND BROWER, INC., party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY issued Sealed Bid No. #08-003-59 for SHELBY COUNTY HEAD START BUILDING RENOVATION, hereinafter in this Contract referred to as "PROJECT".

WHEREAS, the said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which bid was accepted by COUNTY.

NOW, THEREFORE, CONTRACTOR agrees and undertakes to renovate approximately 13,500 square feet of interior demolition and remodeling in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by reference, and at the price quoted for said PROJECT by CONTRACTOR. Further, the parties agree that they will be governed by the Shelby County General Conditions of the Contract

for work to be performed. The Contractor acknowledges that it has read and is familiar with the contents of said General Conditions, agrees to be bound thereby and has executed a copy of same at the place indicated thereon. A copy of said General Conditions is attached hereto as Exhibit "B" and incorporated fully herein by reference. Contractor further acknowledges that it has read, and is familiar with the special conditions regarding Davis-Bacon Act for renovation of head start facilities, a copy of which is attached hereto and fully incorporated herein by reference, and shall be subject to the requirements of the Davis-Bacon Act. CONTRACTOR further acknowledges that it will certify compliance with the Davis-Bacon Act on the invoices submitted to COUNTY.

SECTION 1. CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall perform all necessary work required by the contract documents for the satisfactory completion in full of the PROJECT.

2. CONTRACTOR shall coordinate all work with COUNTY through ARCHITECT. Work shall be scheduled on a regular basis in as timely and orderly a manner as possible.

3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to 100% of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.

4. The CONTRACTOR further agrees to provide insurance coverage of the type and in the amounts as follows:

   a. Commercial General Liability Insurance - $1,000,000.00 limit per occurrence for bodily injury and property damage/$1,000,000.00 personal and advertising

injury/$2,000,000.00 General Aggregate/$2,000,000.00 Products-Completed Operations Aggregate. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

i) Premises/Operations
ii) Products/Completed Operations
iii) Personal Injury
iv) XCU coverage, where applicable
v) Contractual Liability
vi) Independent Contractors
vii) Broad Form Property Damage

b. Business Automobile Liability Insurance - $1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all:

i) Owned/Leased Autos
ii) Non-owned Autos
iii) Hired Autos

c. Workers Compensation And Employer's liability Insurance - Workers Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for $500,000.00 per accident.

d. Builders Risk Insurance or Installation Floater (as applicable) - All risk coverage in the amount of the structure/equipment which is to be built or installed.

5. The COUNTY shall pay the CONTRACTOR for the performance of the Contract FIVE HUNDRED NINETY-SIX THOUSAND, NINETEEN AND 00/100 ($596,019.00) Dollars, subject to additions and deductions as provided in the contract documents.

6. The CONTRACTOR shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, within SIXTY (60) calendar days from the actual start date as specified in the written "Notice to Proceed".

7. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY. CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in

accordance with the wishes of COUNTY.

SECTION II. METHOD OF PAYMENT

1. CONTRACTOR shall provide an Application for Payment to be received by the Architect/Engineer not later than the 25th day of each month. COUNTY shall make payment to the CONTRACTOR not later than the 20th day of the following month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment shall be made by COUNTY not later than forty-five (45) days after receipt of the Application for Payment. If the CONTRACTOR submits an incorrect Application for Payment, payment date will be extended thirty (30) days from the date of correction.

2. Application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

3. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   a. Take that portion of the contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the work by the total Contract Sum less retainage of ten (10%) percent;

   b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by COUNTY, suitably stored off the site ate a location agreed upon in writing), less retainage of ten (10%) percent;

   c. Subtract the aggregate of previous payments made by the COUNTY; and

   d. Subtract amounts, if any, for which the Architect/ Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions to Construction Contracts.

4. When all work embraced in this Contract has been fully and completely performed on the part of the CONTRACTOR, and accepted by the COUNTY, there shall be a statement by CONTRACTOR of the work done according to the terms herein, and

the balance appearing to be due the CONTRACTOR out of funds applicable for payment for this work, excepting therefrom any sum that may be lawfully retained under the provisions of this Contract, Specifications, and General Conditions to Construction Contracts and all such funds as may be due the COUNTY.

5. The COUNTY shall have the right, at its option, to discharge the CONTRACTOR for any breach of any provision of this Contract, and such discharge shall not affect the right of the COUNTY against sureties on the Bonds provided.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Surety Bonds attached hereto for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond inadequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the COUNTY so to do, furnish as additional bond or bonds, in satisfactory amount to the COUNTY. In such event, no further payment to the CONTRACTOR shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

7. CONTRACTOR further agrees to provide COUNTY an amount equal to FIVE HUNDRED AND 00/100 ($500.00) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated.

8. Other contract provisions, including but not limited to insurance provisions, may be required to enter into a contract with Shelby County Government.

SECTION III. SPECIFIC PROVISIONS

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating

department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or

iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide

all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at

their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.

d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.

e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party