

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION #15-26

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH VOLKERT,
INCORPORATED FOR PLANNING SERVICES**

WHEREAS, the Town of Nolensville wishes to identify short-term, mid-term and long-term transportation needs and potential improvements within the Town's Urban Growth Boundary (UGB); and,

WHEREAS, a Major Thoroughfare Plan for the Town of Nolensville was last prepared in August, 2005; and,

WHEREAS, the Town of Nolensville desires to have a professional firm provide planning services to develop a Major Thoroughfare Plan based on existing and projected conditions within the UGB; and,

WHEREAS, Volkert, Incorporated, was identified as the firm best able and qualified to perform these duties as described in the attached agreement; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, as follows:

Section 1. The Mayor, or his designee, is hereby authorized to enter into an agreement with Volkert, Incorporated to perform professional planning services with overall payment not to exceed \$44,500.00.

Section 2. The contract is attached to and made part of this resolution.

RESOLVED this 9th day of July, 2015.

Jimmy Alexander, Mayor

Passed: _____

Kali Mogul, Town Recorder

ATTACHMENT A

Town of Nolensville Major Thoroughfare Plan Scope of Services

Volkert will provide professional planning services to assist the Town of Nolensville in developing their Major Thoroughfare Plan. The planning process will be coordinated by the Town's Project Manager (to be named by the Town Administrator). It is assumed that all modeling will be handled by the Nashville Area MPO staff through an agreement with the Town of Nolensville. The study area for the project will be the Town of Nolensville Urban Growth Boundary.

Support Services of the Town of Nolensville

The Town of Nolensville will provide administrative and technical support services to assist Volkert in performing this Scope of Services in a timely and cost-efficient manner. The support services to be provided by the Town will include the following types of general services and specific tasks for the planning process:

- ◆ Identify a single individual as the **Town's Project Manager**, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both Town and Consultant personnel, resources and capabilities.
- ◆ Identify **key contacts** within Town government and at other agencies and organizations for data collection and coordination purposes, and assist in making requests, obtaining necessary data and maps, arranging meetings as needed, and generally involving and making these entities aware of the Major Thoroughfare Plan process.
- ◆ Ensure that **key Town personnel and other officials** will participate as needed in the planning process and be available upon request, through arrangements made by the Town's Project Manager, to provide information, previous plans/studies and referrals and also offer opinions, insights and suggestions that are necessary for development of the plan. The Town will also be responsible for coordinating contacts with and encouraging the involvement of members of relevant Boards and Commissions during the plan development process. Important inputs may include local traffic patterns, high crash locations, access management issues, additional traffic counts that have been collected by the town, etc.
- ◆ Provide and/or make available for the consultant team's use all **available data, inventories, maps, GIS, aerial photographs, previous reports/plans/studies, and other information** that is available in digital or printed format and is pertinent and necessary for development of the plan. Prompt compilation and delivery of such resource materials to the consultant team is an essential prerequisite for initiation of the planning process and timely progress on various initial study tasks.
- ◆ Arrange and provide use of **public meeting facilities** for each scheduled public involvement event and meeting identified in this Scope of Services, including adequate setup for presentations (sound system, screen or white wall, etc.). The Town's support services will include providing public and news media notification of public meetings, mailing/distributing notices and preparing and reproducing handout materials not provided by the consultant team. The consultant team will be responsible for presentations and preparation of necessary handouts or graphic aids for all meetings. The Town will be responsible for inviting members of Town Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the planning process. The Town's Project Manager and other key staff will be present at all public meetings to introduce and assist the consultant team and to help address specific questions.

Major Thoroughfare Plan Scope of Services

A systematic work program of technical analyses and planning will be performed for the development of the Town of Nolensville Major Thoroughfare Plan. The project will be broken into two phases with the first phase consisting of the Existing Conditions Analysis and Future Conditions Analysis and the second phase consisting of the Plan Development and Community Input.

Existing Roadways to be analyzed in the Major Thoroughfare Plan (this assumes that each road listed is included in the MPO travel demand model) include:

- 1) U.S. 31A / Nolensville Road
- 2) Clovercroft Road
- 3) Rocky Fork Road
- 4) Williams Road
- 5) York Road
- 6) Sam Donald Road
- 7) Sunset Road
- 8) Stonebrook Boulevard
- 9) Kidd Road
- 10) Brittain Lane/Maxwell Lane
- 11) Fly Road
- 12) Kidd Road
- 13) Burke Hollow Road
- 14) Sanford Road

Project Management

Task Purpose

The purpose of the Project Management task is to highlight administrative activities to be conducted by the consultant team that will ensure efficient and timely delivery of project results that are of practical use by the Town of Nolensville. Volkert will be responsible for project management objectives through the following activities.

Task Activities

- ◆ **Project Kick-Off Meeting with Town Staff:** Following receipt of written Notice to Proceed from the Town, Volkert will meet with the Town's Project Manager and other appropriate officials and staff to review the overall scope of services and project schedule and discuss data/information needs and potential sources, related plans and studies, key project contacts for the Town and consultants, Town-Consultant coordination items, and other project logistics and issues. It is essential that the Town and its consultant have a common understanding of the anticipated process, including responsibilities, reporting requirements, important objectives and priorities, key milestones, and deliverables. This meeting will be scheduled to coincide with Volkert's initial efforts for data collection.
- ◆ **Detailed Project Schedule:** Based on initial Town-Consultant coordination and discussion at the Project Kick-Off Meeting, Volkert will prepare a Master Project Schedule. The Master Schedule will identify specific dates for submittal of interim and final deliverables, project meetings and citizen involvement opportunities, and other time-sensitive project activities. Adequate time for client review of draft deliverables will also be reflected in the schedule. Based on this scope of services, a Draft Major Thoroughfare Plan would be prepared within six months from project initiation. The timing of final plan consideration and adoption, as well as interim steps in the planning process, will depend upon interactions with and the decision-making speed of the Town of Nolensville and is not under the complete control of the consultant. Through the monthly progress reporting, Volkert will closely monitor schedule adherence and notify the Town of any unanticipated project delays.

- ◆ **Regular Communications:** Volkert's Project Manager will maintain frequent communication and coordination with the Town's Project Manager by phone and e-mail as appropriate.
- ◆ **Progress Reports:** Volkert will submit monthly progress reports to the Town's Project Manager as part of the monthly invoice. Monthly invoices will be e-mailed directly to the Town's Project Manager, with the associated progress report submitted by the Project Manager.

Task Deliverables

- ◆ Master Project Schedule
- ◆ List of Key Town and Consultant Contacts
- ◆ Detailed Data & Information Needs checklist
- ◆ Progress Reports (monthly)
- ◆ Any handouts or other meeting materials

PHASE ONE

Task 1 – Existing Conditions Analysis

Task Purpose

The purpose of this task is to compile and analyze pertinent existing roadway information.

Task Activities

- ◆ **Analyze Existing Transportation System Capacity:** Volkert will utilize the traffic counts collected by TDOT and the Town of Nolensville to determine the current operational characteristics (Level of Service) of the existing collector and arterial roadways within the study area (Town Limits).

Task Deliverables

- ◆ **Existing Conditions Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

Task 2 – Future Conditions Analysis

Task Purpose

The purpose of this task is to analyze the 2040 future conditions for the Town of Nolensville roadway network. This task will be completed utilizing the Nashville Area MPO 2040 Long Range Transportation Plan (LRTP) model outputs (to be provided by the MPO).

Task Activities

- ◆ **Analysis of the E+C Roadway Network:** The E+C network consists of existing collectors and arterials, as well as the roadway improvement projects which had funding for construction as of the LRTP base year. Volkert will utilize the outputs of the E+C model and analyze them to determine which roadways are projected to be deficient by the year 2040.

Task Deliverables

- ◆ **Future Conditions Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

DRAFT

PHASE TWO

Task 1 – Plan Development

Task Purpose

Utilizing the results of Phase One, Volkert will formulate the Major Thoroughfare Plan and its recommendations.

Task Activities

- ◆ **Recommended Projects:** Based on the results of the existing and future conditions analyses and the input of local staff, Volkert will develop a list of proposed projects. The list of projects (including new roadways and widening of existing roadways) will be intended to provide adequate traffic operations throughout the Town. The list of projects will include proposed number of lanes, required right of way, planning level cost estimates for each proposed project based on TDOT and the Nashville Area MPO methodologies for estimating project costs, and a project prioritization where the projects are placed into short term, mid term, and long term needs. The prioritization of projects will be based on project demand and feasibility.

Once this initial list of projects is established, Volkert will provide the proposed projects to the MPO so that the MPO can run the model to determine the impacts of the projects. Volkert will then re-analyze the model outputs to determine the proposed projects' effectiveness in improving the transportation system's deficiencies. Once this process is complete, necessary changes will be made to the proposed list of projects and the project list will be finalized.

COMMUNITY INPUT

Task Activities

- ◆ Community input will consist of one (1) public meeting at a location arranged by the Town of Nolensville in open house format. The public meeting will consist of a presentation by Volkert staff regarding the recommended Major Thoroughfare Plan and soliciting comments from the public. The purpose of this meeting is to solicit feedback from the public on the proposed transportation improvements that are the result of the planning process. For this public meeting, Volkert will develop advertisements and handouts for the meeting, as well as the meeting presentation materials. The Town of Nolensville will be responsible for posting all advertisements in appropriate newspapers/publications and on the Town of Nolensville website. The Town of Nolensville will also be responsible for securing the meeting location and making arrangements for appropriate accommodations, including sound equipment, if desired.
- ◆ Volkert will attend two (2) additional meetings with other groups and organizations at the request of the Town of Nolensville. These meetings could include presentations to Town Board of Mayor and Aldermen or Planning Commission.

Task Deliverables

- ◆ Any handouts or other meeting or presentation materials, as needed, for project meetings
- ◆ **Public Involvement Documentation:** At the conclusion of the community outreach activities, this documentation will be prepared to highlight the citizen input opportunities conducted as part of the plan development process and specifically to document the comments and desires articulated.
- ◆ **Plan Development Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

Task 2 – Draft and Final Plan

Task Purpose

The purpose of this task is to refine the Major Thoroughfare Plan document based on the input received in the Community Input task and through staff review, working toward a final plan. Following the incorporation of comments and suggestions, the final plan document will be produced for the Town's use and distribution.

Task Activities

- ◆ **Prepare Draft Plan:** Volkert will compile a draft of the plan document, which reflects the public input and Town's requested and recommended revisions to the plan up to that point in the process. This is the version that will be considered for adoption by the Planning Commission and (if needed) the Board of Mayor and Aldermen.
- ◆ **Produce Final Plan Document:** Following adoption, Volkert will incorporate any final edits to the plan and produce the final plan document for electronic delivery to the Town.

Task Deliverables

- ◆ Draft Plan
- ◆ **Final Adopted Plan Document.** Volkert will produce an electronic copy of the final plan along with all of the associated Microsoft Word, GIS, and other relevant electronic files.

Assumptions

- ◆ MPO will provide all modeling services
- ◆ Town will provide all GIS data
- ◆ Traffic counts will be obtained from TDOT and existing local traffic studies, no traffic counts will be conducted
- ◆ Town will provide roadway typical section requirements
- ◆ Does not include analysis of bicycle or pedestrian facilities
- ◆ Recommended project opinions of probable costs (cost estimates) will be based on TDOT's Long Range Planning cost estimating tool

Compensation

Volkert proposes a lump sum fee for the services as outlined in our project approach of **\$44,500**.

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this ____ day of _____, _____ by and between the Town of Nolensville, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER as follows:

SEE ATTACHMENT A

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.
- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.

- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT as compensation for its services as specified below, plus reimbursable expenses.

The CONSULTANT will perform the Scope of Services for a lump sum fee amount of \$44,500.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of

performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred

to in this Section B. as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’S use of such Documents.

- C. Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER and OWNER’S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder.
- D. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

| <u>TYPE OF COVERAGE</u> | <u>LIMITS</u> |
|--|---|
| I. Worker Compensation Employer Liability | State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit |
| II. Comprehensive or Commercial General Liability | \$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate |
| III. Automobile Liability | \$1,000,000 combined single limit |
| IV. Professional Liability | \$2,000,000 |

- E. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT’S obligations under this contract, or if the

CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

F. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of one year from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

G. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and

CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

- I. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.
- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to

the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- M. Jurisdiction/Venue: This contract shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST: Town of Nolensville

Title

Title

Federal Employer
ID # (Corporation): _____

ATTEST:

Volkert, Inc.

Title

Title