

NOLENSVILLE FIRE & RESCUE DEPARTMENT FIRE STATION FACILITY



REQUEST FOR QUALIFICATIONS

STATEMENTS OF QUALIFICATION DUE:
December 20, 2021, BY 3:00 P.M.

SECTION 1. NOTICE OF REQUEST FOR QUALIFICATIONS

The Town of Nolensville is requesting Statements of Qualifications from professional, qualified firms or individuals experienced in the design and construction of fire stations. Responses to this Request for Qualifications (RFQ) are sought from professional, qualified architectural firms that are capable of conducting a spatial and feasibility study and preparing a preliminary design for the construction of a new fire station to house personnel and apparatus of the Nolensville Fire & Rescue Department.

A complete response to this RFQ must include five (5) copies of a bound written Statement of Qualifications plus a PDF format version on a USB drive of the Statement of Qualifications. Statements of Qualification will be received until 3:00 P.M. on Monday December 20, 2021 at Nolensville Town Hall located at 7218 Nolensville Road Nolensville, TN 37135. Email and faxed responses are not acceptable and will not be reviewed. The submittal deadline is absolute. Late submittals will not be considered. Prospective firms and individuals must select a method of delivery that ensures the Statement of Qualifications will be delivered to the correct location by the due date and time.

This RFQ may be downloaded from the Town of Nolensville website using the following link: <http://www.nolensvilletn.gov>. Any amendments or clarifications of the RFQ issued by the Town will also be posted to this website location.

Interested firms or individuals are required to identify any potential or perceived conflict of interest (personal and/or property interest in the subject scope of work). Pre-qualification is not required. All interested firms and individuals responding to this RFQ are required to comply with all applicable provisions of federal, state, and local law.

The Town reserves the right to (1) reject any or all responses, (2) waive informalities in a response, (3) select a firm or individual who has submitted a fully responsive Statement of Qualifications and who is determined by the Town to be a professional, qualified firm or individual to be in the best interest of the Town, or (4) take whatever action or make whatever decision it determines to be appropriate. The Town of Nolensville assumes no obligation in this general solicitation of Statements of Qualifications and all costs and expenses of responding to this RFQ shall be borne by the interested firms or individuals.

The Town of Nolensville has a population of approximately 14,000 people and is located in Williamson County, TN, adjacent to the City of Nashville. The Nolensville Fire & Rescue Department, with administrative offices currently located along with other town departments in Town Hall at 7218 Nolensville Road, employs a total of 28 employees including 10 sworn officers and 18 part time employees. The Fire & Rescue Department currently deploys personnel from one fire station strategically located in the town.

In 2012, the town conducted a fire services study with the assistance of the University of Tennessee Municipal Technical Advisory Service. This study was updated in September of 2020. This study is used as the basis for initial discussions with the Town Commission regarding long-term planning for a possible fire department. After call volumes, and potential future growth, were analyzed a fire department was created. The search for an appropriate site began. A proposed site was identified at 7231 Haley Industrial Drive, and the property was formally acquired by the Town in 2021. The site lies on approximately 3.5 acres just east of the intersection of Rogers Lane and Haley Industrial.

The purpose of this RFQ is to obtain Statements of Qualifications from architectural firms that are qualified and capable of evaluating the spatial and functional needs of the Nolensville Fire & Rescue Department and completing the schematic design phase for construction of a new fire station on the property located at 7231 Haley Industrial Drive. For planning purposes, this station shall be designated as Fire Station #1 and is expected to include four bays and living quarters for up to seven personnel on a given shift with the ability to accommodate up to ten or more personnel short-term as necessitated by weather or other unique events.

If, following completion of this initial scope of work, the Town decides to move forward with construction of a fire station, the scope of work may be amended to include design development, construction documents, and construction phase services. The firm or individual selected by the Town would, at a minimum, be expected to complete the following tasks:

Task 1: Space Needs Assessment and Program Development

Description:

The spatial needs assessment is an essential part of a comprehensive planning approach to provide guidance for a new facility. The firm shall work with Town and Department staff to assess the functional needs of the Department. The assessment should provide an independent analysis of the current and future spatial needs of the Department. Following completion of the Space Needs Assessment, the firm shall prepare a comprehensive and complete program addressing the functions to be performed by the Department within the proposed Fire Station #1. Including, but not limited to, public access, communications and technology infrastructure, administrative offices, training room, dormitory/living spaces, kitchen & dining facilities, equipment lockers/storage areas, workout room, apparatus bay, etc.

Deliverables:

A written report summarizing the spatial needs of the Nolensville Fire & Rescue Department in Fire Station 1 along with a program list with function and square footage amounts.

Task 2: Site Evaluation

Description:

Provide a preliminary assessment and evaluation of proposed site conditions (7231 Haley Industrial). The firm will be expected to perform the site analysis to include archaeological investigation, sub-surface soil conditions, stormwater drainage management, location of utilities (sewer, water, etc.), and evaluation of vehicular access and flow. This will include consultation with Town staff and maximum utilization of available engineering and other data related to the site plus additional services as needed to provide a complete evaluation. The exact scope of additional services required beyond currently available data will be determined as part of the contract negotiation process.

Deliverables:

Report evaluating the adequacy of the Haley Industrial site as a fire station facility.

Task 3: Schematic Design Plan

Description:

Develop preliminary design drawings and architectural renderings focusing on site plan, building plans fitted to the proposed Haley Industrial site, furnishing plans, exterior elevations, and preliminary building systems. Development of this task should include interaction with the various involved town departments and staff members. A minimum of three schematic design sessions reflecting incorporation of changes recommended by the town departments and staff should be planned.

Deliverables:

Prepare a final schematic design plan for the fire station facility. Develop communication tools including color renderings and sketches to use at public meetings and presentations at Town Commission meetings.

Task 4: Total Project Cost Estimate and Schedule

Description:

Provide a detailed project cost estimate that includes all soft costs related to the design and the construction of the fire station facility including, but not limited to, furniture and equipment, project management, fees, and contingencies. Provide a complete proposed project schedule including realistic deadlines for future design development and construction phases.

Deliverables:

A report summarizing the detailed cost estimates and other appropriate cost allowances and estimated time frames for implementing all phases of design and construction. It is the town's goal to complete the work outlined in this Request for Qualifications within approximately 150 days following the issuance of a Notice to Proceed.

SECTION 3. MINIMUM QUALIFICATIONS AND CRITERIA FOR EVALUATION

The firm or individual ultimately selected is expected to hold the following minimum qualifications and will be evaluated on the following criteria:

- A. Demonstrated knowledge and recent experience designing and completing successful fire station/public safety facility projects within the scope, schedule, and budget.
- B. Demonstrated ability to accurately assess current and future needs.
- C. Creativity in developing unique design solutions in fire and rescue service projects within neighborhood settings.
- D. Ability to bring a complete, competent team addressing all necessary disciplines.
- E. Quality of the information presented in the Statement of Qualifications and completeness, relevance, and organization of the information and materials presented.
- F. Qualifications of architecture design team members to lead the project effort. This must include identification of the actual team members who will be assigned to this project, not just available staff.
- G. Response of references.

A selection committee will review the Statements of Qualifications submitted in response to this RFQ and may request interviews with some firms or individuals. The selection committee will rank the top firms and individuals based on Statements of Qualifications and interviews (if conducted).

SECTION 4. STATEMENT OF QUALIFICATIONS: RESPONSE FORMAT

The Statement of Qualifications should include the following information in the following order and format describing the prospective consultant's availability, interests, qualifications, and current relevant experience.

Concise reports are preferred with a maximum limit of 40 pages.

A. Consulting firm or individual's information:

- 1. Cover letter indicating the RFQ due date and title, the firm or individual's name, address, telephone number, fax number, and email contract address(es);
- 2. Firm or individual profile;
- 3. Identify the team members and provide resumes of the team members and identify the agents and subcontractors (if any) that the firm or individual anticipates assigning in conjunction with this project. Include a discussion of the expertise of the individuals who will be assigned to the project team, along with a description of their individual roles;

4. Describe why the firm or individual is the best qualified to perform the scope of services in a timely and responsive manner;
 5. A schedule showing the various tasks, the time to complete each task, and a total time frame proposed to complete the project;
 6. Provide at least three (3) public entity references (with contact name, address, and telephone number) for which the firm and proposed key personnel have performed (or are performing) that represents work of a similar type, scope, and complexity;
 7. Identify whether the proposed project architect and other consultants are licensed to practice within the State of Tennessee; and
 8. Identify any legal proceedings, arbitrations, complaints, or court actions filed by any person against the firm or individual within the last three (3) years for any project in which the firm or the individual participated.
- B. Conflict of Interest: Provide a statement that discloses any past, on-going, or potential conflicts of interest that the firm or individual may have as a result of performing work in response to this RFQ.

SECTION 5. NEGOTIATIONS

Once the most qualified firm is selected a cost proposal will be requested. Based on the information submitted and internal budgetary considerations, it may be necessary to adjust the Scope of Work based on funding limitations and input from the selected firm. If negotiations cannot produce a contract, an impasse will be declared, and the Town will open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations will begin with the third ranked firm. This process continues until all interviewed firms are exhausted or a firm is awarded a contract.

SECTION 6. RECORDS AND FINANCIAL DATA

All correspondence with the Town, including responses to this RFQ, will become the exclusive property of the Town upon receipt and will become public records under the Tennessee Public Records Act. All documents submitted in response to this RFQ will be subject to disclosure if requested by a member of the public. There are a very limited number of exceptions to this disclosure requirement. During this selection process, until a firm or an individual is selected, the Town will not disclose proposals (or any parts thereof), except as required under applicable law. This means that, depending on the nature or timing of the request, that information may not remain private or confidential and may be publicly disclosed.

SECTION 7. GENERAL PROVISIONS

Each prospective firm or individual submitting a Statement of Qualifications in response to this RFQ agrees that the preparation of all materials for submittal to the Town and all presentations are at the firm or individual's sole cost and expense, and the Town will not, under any circumstance, be responsible for any costs or expenses incurred by a prospective firm or individual. In addition, each prospective firm understands and agrees

that all documentation and materials submitted with a Statement of Qualifications will remain the property of the Town and will become a public record; the Town will assume ownership of all documents and deliverables submitted by prospective firms and individuals.

Release of this RFQ does not commit the Town to the selection of a firm or an individual and does not commit the Town to enter into any agreement with a firm or an individual identified by the Town through this process as the most qualified to provide the services described in this RFQ.

To the extent applicable, prospective firms and individuals are responsible for making necessary investigations and examination of any public records deemed appropriate. Failure to do so will not act to relieve any condition of a potential professional services agreement or the requirements set out in this RFQ. It is mutually understood and agreed that the submission of a Statement of Qualifications shall be considered evidence that the prospective firm has made such examinations and investigations. No request for modification of a Statement of Qualifications shall be considered after its submission on the grounds that the prospective firm or individual was not fully informed as to any fact or condition.

A prospective firm or individual may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline or submittal of Statements of Qualifications.

The Town reserves the right to request additional information at any time from any and all prospective firms or individuals as deemed necessary by the Town to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original Statement of Qualifications.

Without limiting its liability, the selected consultant shall maintain, during the life of the contract: Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Consultant's Professional Liability Insurance. This coverage may not be canceled, reduced, or allowed to lapse without written notice to the Town of Nolensville.

All Statements of Qualifications will remain in effect and legally binding for at least one hundred twenty (120) days from the date of submission.

This Request for Qualifications shall be governed in accordance with the laws of the State of Tennessee and the jurisdiction of any disputes here under shall be had in Williamson County or in the appropriate federal court with jurisdiction over the matter.

The Town's proposed contract is attached to this RFQ as Appendix A. Proposers should provide any requested modifications to this contract at the time of its submittal of its Statement of Qualifications.

The deadline for technical questions is 4:00 p.m. local time, December 6, 2021. Unless otherwise directed, all communications regarding this RFQ, including all questions, shall be submitted in writing to David Windrow, Fire Chief via e-mail at dwindrow@nolensvilletn.gov. No answers will be given over the phone. Written answers shall be provided as an amendment to the RFQ and will be posted for all interested parties on the Nolensville website no later than close of business on Dec 13, 2021.

SECTION 8. TENTATIVE SCHEDULE

The following is the Town's tentative schedule for selection of a consultant:

November 8, 2021 RFQ Release Date

December 6, 2021 – 4:00 p.m. Submittal of Questions or Requests for Clarification

December 13, 2021 Posting of RFQ Amendments, if necessary

December 20, 2021 – 3:00 p.m. RFQ Response Submittals Due to Town

December 21, 2021 - January 12, 2022 Town Staff Review of Statements

January 18 - 20, 2022 Interviews (as necessary)

February 3, 2022, Anticipated Award of Professional Services Agreement

APPENDIX A

SAMPLE PROFESSIONAL SERVICES AGREEMENT TON Contract No. 2022-__

THIS PROFESSIONAL SERVICES is hereby entered into this _____ day of, 2022, by and between the TOWN OF NOLENSVILLE, TENNESSEE, a municipal corporation, hereinafter called the "Town" and, herein after called "Consultant".

DECLARATIONS. Town desires to retain Consultant to provide professional services in connection with Special Inspection/Construction Materials Testing Services for the future Fire Station site herein after referenced as "Project." The Project is described as follows:

1. SCOPE OF SERVICES. Consultant shall provide professional services for the Project in accordance with the Scope of Services for Fire Station One The Scope of Services as found in Attachment A shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on work completed within the invoice dates per approved Task and Labor Category and corresponding Billing Rate used to accomplish completed work (see Scope of Services, _____). The not-to-exceed upper limit for this Agreement is _____.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for the Town in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the Town.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by Town at all reasonable times.

ARTICLE 2 .TOWN'S RESPONSIBILITIES. Town, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the Town.
- 2.2 Furnish right-of-entry on to the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and

shall remain solely liable for all damages, costs, and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.

3.3 Neither Town nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the Town and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold Town harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error, or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Town, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Town or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE Town. The Town may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The Town may, when in the interests of the Town, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the Town. The Town shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Town may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the Town or its designee. The Consultant shall transfer title and deliver to the Town such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as the Consultant has in its possession or control.

When terminated for convenience, the Consultant shall be compensated as follows:

(1) The Consultant shall submit a termination claim to the Town specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Town. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the Town shall pay the Consultant the amount the Town deems the Consultant is due.

(2) The Town and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the Town shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total agreement price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits

a violation of a material provision of this Agreement, then the Town, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the Town's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified here under, remains after the cost to the Town of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Town, such remainder shall be long to the Consultant. Otherwise, the Consultant shall pay and make whole the Town for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the Town for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall there upon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.3 Termination for Non-Appropriation. The Town may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the Terms of Section 4.1.

4.4 The Town's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the Town. Should any of these samples be recognized by the Consultant to be contaminated, the Town shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the Town directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state, and local laws.

ARTICLE 6.SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should the Town request changes in the scope, extent, or character of the Project, the fee, and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the Town; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in Town at the moment of creation.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. Town may be required to disclose documents or data under state or federal law. Town shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail, or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless Town for any claims by third parties relating thereto or arising out of (i) the Town's failure to disclose such documents or information required to be disclosed by law, or (ii) the Town's release of documents as a result of Town's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the Town impleads Consultant and Consultant assumes control over that claim.

7.2 Town-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by Town shall be used by Consultant only for the Project as described herein. Town's posting or publication of such documents created by Consultant for Town shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by Town are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Town are only for convenience of Town, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by Town.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 Town may make and retain copies of documents for information and reference in connection with use on the Project by the Town, or their authorized representative. Such documents are not intended or represented to be suitable for reuse by Town or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be Town's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the documents for extensions of the Project or of any other project will entitle Consultant to further compensation at rates to be agreed upon by Town and Consultant.

ARTICLE 8. INSURANCE

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

- a) General Liability Insurance with a combined single limit of \$ 1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

8.2 Consultant shall add the Town as an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish Town certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Town.

8.4 No insurance, of whatever kind or type is to be considered as in anyway limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. Town agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as Town deems adequate to indemnify Town, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9 PAYMENT

9.1 Town will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services.

Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Town shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including Town-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.

9.3 TRAVEL; EXPENSES The Town shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the Town's Travel and Expense Policy and Procedures The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the Town and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability, or marital status. The Town and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the fore going provision in all contracts relating to this Project.

10.2 TITLE VI–CIVIL RIGHTS ACT OF 1964. The Town and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. Town and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of Town and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The Town reserves all rights afforded to local governments under law for all general and implied warranties. The town does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between Town and Consultant for this Project and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by Town and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or inequity.

ARTICLE 13. SURVIVAL. The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement, or other document to which it may accompany or incorporate by reference, or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

The parties signify their agreement by signing below:

CONSULTANT _____ TOWN OF NOLENSVILLE, TENNESSEE
BY: _____ BY: _____

Consultant's Signature _____ Derek Adams

TITLE: _____ Mayor

Date: _____ Date: _____