

October 20, 2022

Mr. Victor Lay
Town Manager
Town of Nolensville, Tennessee
7218 Nolensville Road
Nolensville, Tennessee 37135

**RE: Professional Services Agreement
Nolensville Road at Sunset Road Intersection Improvements
Nolensville, Tennessee**

Dear Mr. Lay:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Nolensville (“Client”) for providing professional design services for the above referenced project.

PROJECT UNDERSTANDING

It is our understanding that the Town of Nolensville would like to improve the intersection of Nolensville Road at Sunset Road by constructing a southbound right-turn lane on Nolensville Road. The project will consist of the widening of Nolensville Road to the west to accommodate the southbound right-turn lane (+/- 150' storage length). It is assumed that a minor signal modification will be required on the existing traffic signal to accommodate the additional lane. There are no sidewalk or pedestrian crossing modifications included in this project. Nolensville Road is classified as a Principal Arterial and has a posted speed limit of 30 MPH. It is assumed that a traffic study or analysis of the specific intersection will not be required in this project.

SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Town throughout the process.

Task 1.1 – Kickoff Meeting

Kimley-Horn will attend one (1) project kickoff meeting with staff to discuss the vision and goals for the project as well as any other key items including of a project schedule, identifying key deliverables, communication protocols, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes.

Task 1.2 – Design Review Meetings

Kimley-Horn will attend design review meetings at project milestones (Conceptual, Right-of-Way, and Final design). General notes and topics of discussion will be documented in meeting minutes for each meeting.

Task 1.3 – Project Administration

Kimley-Horn will conduct regular project management activities to ensure the project stays on schedule and within budget and that major milestones are met. Monthly invoices and progress reports will be provided as part of this task.

Task 1 Deliverables

- Kickoff meeting minutes (PDF format)
- Design review meeting minutes (PDF format)
- Monthly progress reports (PDF format)

Task 2 – Existing Conditions Survey

Task 2.1 – Field Survey

Kimley-Horn, by using a survey subconsultant (RaganSmith), will provide land surveying service for the project under the supervision of a Professional Land Surveyor licensed in the State of Tennessee. Field Surveying will be performed using conventional ground surveying methods, static LiDAR or other acceptable methods as determined by surveyor and field conditions. All survey information gathered for the project shall adhere to the generally accepted survey standards and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN).

In addition to existing topographic features and property lines, both above and below ground utilities will be located based upon available mapping and as marked by Tennessee One-Call. Additional duties within this task include property owner notice, utility contact, property research, property lines (NW Quadrant) and ROW establishment, utility owner table, property line bearings/distance, DTM development, and all appropriate labeling.

The survey will be delivered in MicroStation/Geopak format. Field Survey will be collected for the survey limits as defined in Attachment “A”. The survey previously completed by RaganSmith for Kimley-Horn for the Town of Nolensville Historic District Street Improvement Project will also be utilized for this project for information outside of the limits defined in Attachment “A”.

Task 2.2 – Field Verification

Kimley-Horn will perform a site visit along the corridor to review the existing conditions, verify the field survey and to collect digital photography to assist with preliminary design efforts in later tasks.

Task 2 Deliverables

- MicroStation survey file including property mapping, drainage, survey, utilities, planimetric mapping, and control point information (MicroStation v8i DGN Format)
- Existing topographic surface file (TIN format)

Task 3 – Conceptual Design

Upon completion of Task 2, Kimley-Horn will prepare a conceptual design of the southbound right-turn lane. The conceptual design will be utilized to determine the extent of drainage, traffic signal, and utility modifications needed to accommodate the right-turn lane. A conceptual design exhibit will be created for the Town's review. The conceptual design exhibit will be a large format plot depicting the horizontal plan view layout of the right turn lane on top of aerial imagery and survey information.

Task 3 Deliverables

- Conceptual Design Exhibit (PDF format)

Task 4 – Right-of-Way Design Services

Task 4.1 – Right-of-Way Design Plans

Upon completion of Task 2, Kimley-Horn will prepare right-of-way design plans in accordance with TDOT's Roadway Design Guidelines and current Town of Nolensville design standards. The plans will be prepared to conform to TDOT's current MicroStation and Geopak CAD standards and will provide appropriate detail to support easement acquisition. The plans will consist of the following sheets:

- Title Sheet and Index
- Roadway Typical Sections
- Right-of-Way Notes
- Property Map and Right-of-Way Acquisition Table
- Present & Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plan
- Signing and Marking
- Traffic Signal Modification
- Roadway Cross Sections

Kimley-Horn will submit Right-of-Way design plans to the Town for review and comment. Kimley-Horn will meet with the Town to discuss the comments. Following the review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task 4.2 – Easement Acquisition Exhibit & Legal Description

It is assumed that drainage, slope, and temporary construction easements will need to be acquired on the parcel located in the northwest quadrant of the intersection. To support this easement acquisition, Kimley-Horn will prepare an exhibit and legal description for the required easements on one property.

Task 4 Deliverables

- Right-of-Way plans package (PDF format)
- Exhibit and Legal Description for acquisition on one property (PDF format)

Task 5 – Final Design Services

Task 5.1 – Final Design Plans

Kimley-Horn will prepare final construction plans for the project. The plans are anticipated to consist of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Roadway Typical Sections
- General Notes
- Special Notes
- Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Present & Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plans
- Signing and Marking
- Traffic Signal Modification
- Roadway Cross Sections

Task 5.2 – Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals,

bids or actual costs will not vary from its opinions of cost. If the Town wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Town will be paid for as Additional Services.

Task 5.3 – Final Design Submittal

Kimley-Horn will submit draft construction plans to the Town for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments and coordinate the revisions received. Following the review meeting, Kimley-Horn will revise the plans based on the comments received. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 5.4 – Final Design Permitting

Due to Nolensville Road being a state route (SR-11 / US-31A / US-41A), a TDOT Highway Entrance Permit will be required. Kimley-Horn will prepare the application for this permit and submit the application and construction plans to TDOT. If comments are received, Kimley-Horn will revise the plans based on the comments received and resubmit. Up to one (1) review cycle is assumed for this scope. If additional review cycles are required, they will be considered additional services. Once permits are approved, Kimley-Horn will submit all plan documentation to the Town.

It is assumed that a TDEC NPDES Stormwater Construction Permit will not be required, due to an anticipated disturbed area of less than one acre.

Task 5 Deliverables

- Final sealed plans for Town and TDOT submittal (PDF format)
- TDOT Highway Entrance Permit Application (PDF format)
- Final sealed plans for bidding (PDF format)
- Final engineer's opinion of probable construction cost (PDF format)

Task 6 – Utility Coordination

Task 6.1 – Preliminary Utility Coordination

Upon receiving a notice to proceed, Kimley-Horn will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

Upon completion of Task 3, Kimley-Horn will submit the Conceptual Design Exhibit to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Preliminary plans.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations

within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Task 6.2 – Final Utility Coordination

Upon completion of Task 4, Kimley-Horn will submit the approved Right-of-Way plans to utility owners identified in Task 6.1. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company prepare final utility relocation plans.

Kimley-Horn will prepare for and host an additional utility coordination meeting to discuss the final utility relocation plans and create a plan and schedule for the relocation of utilities.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 6 Deliverables

- Utility Coordination Notification Letter with Project Map to each known Utility Owner within the project corridor (PDF format)
- Utility Coordination Request Letter with Conceptual Design Exhibit to each known Utility Owner within the project corridor (PDF format)
- Utility Coordination Request Letter with approved Right-of-Way plans to each known Utility Owner within the project corridor (PDF format)

Task 7 – Bid Phase Services

Task 7.1 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT and Town of Nolensville standards. Kimley-Horn will prepare technical specifications for those items that are not covered by TDOT or Town of Nolensville specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the Town of Nolensville for approval. Upon authorization from the Town, Kimley-Horn will proceed with bidding the project and will print and deliver 10 bond copies of the plans and Proposal Contract to the Town.

Task 7.2 – Bid Assistance

Kimley-Horn will assist the Town with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. Kimley-Horn will be responsible for plans distribution during the bid phase. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will conduct the bid opening and meet with Town of Nolensville staff following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, Awards of Construction

Contracts. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to the Town for review and approval to award the contract to the lowest responsive bidder.

Task 7 Deliverables

- Draft Proposal Contract (PDF format)
- Final Proposal Contract (PDF format)
- Plans Package and Proposal Contract copies for bidders (ten bond copies)
- Responses to bidder questions (PDF format)
- Bid tabulation and recommendation of lowest responsive bidder submittal (PDF format)

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Environmental Permitting
- Traffic Analysis
- Construction Phase Services
- Right-of-Way Acquisition Services
- Public Involvement
- Floodplain Study
- Utilities Design
- Others as requested by the Town

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Management	\$9,200
Task 2 – Existing Conditions Survey	\$15,900
Task 3 – Conceptual Design	\$5,600
Task 4 – Right-of-Way Design Services	\$35,100
Task 5 – Final Design Services	\$10,700
Task 6 – Utility Coordination	\$5,200
Task 7 – Bid Phase Services	\$6,800
Project Total	\$88,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **Town of Nolensville, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



David Corley, P.E.
Project Manager



Zachary J. Dufour, P.E.
Vice President

Attachment – Standard Provisions

TOWN OF NOLENSVILLE, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attachment A



Survey Limits

Sunset Rd

Nolensville Rd

