

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
TOWN OF NOLENSVILLE, TENNESSEE
AND CT CONSULTANTS, INC.**

THIS AGREEMENT is made this the ____ day of _____, 20 ___, by and between **TOWN OF NOLENSVILLE, TENNESSEE** (hereinafter “Town”), and **CT CONSULTANTS, INC.**, 2964 SIDCO DRIVE, NASHVILLE, TN 37204 (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the Town has determined to enter into an agreement with a consulting firm that affirms itself to have extensive experience in providing municipal engineering services; and

WHEREAS, the Town submits that it has the authority to contract with Consultant to provide professional services for the work desired by the Town; and

WHEREAS, by entering into this Agreement, Consultant affirms that it has recognized competency, integrity, and extensive experience in municipal engineering services to provide such services to the Town in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the Town and Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the Town’s requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. General Services

- 1) The Consultant will provide or assist coordination with other firms for civil engineering, planning, surveying, geotechnical analysis, construction management, environmental reviews and floodplain management.
- 2) The Consultant will review and provide professional services for a variety of issues, including plat review, right-of-way requirements (acquisitions, dedications, and easements), site development and subdivision plans, drainage and stormwater management, and documentation associated with planned developments including development agreements and financial sureties.
- 3) The Consultant shall recommend regulations and ordinances pertaining to engineering and development matters.
- 4) If requested, the Consultant will attend scheduled meetings of the Board of Commissioners and Planning Commission and meetings with Town staff and applicants.

- 5) If requested, the Consultant will attend Storm Water Appeals Board meetings when scheduled.
 - 6) The Consultant will provide technical assistance to Town staff in preparation of reports and studies as needed.
- b. Traffic Engineering
 - 1) Coordinates and reviews studies conducted by outside traffic engineers, presents findings to Planning staff and other Town officials.
 - 2) Oversee installation/maintenance of traffic control devices by contractors and Town personnel.
 - 3) Assists Planning Department with administration of Road Impact Fee program and Nolensville Major Thoroughfare Plan.
 - c. Grant Coordination
 - 1) Coordinate grant applications and administration of transportation grants including overseeing design, construction, and inspection of transportation projects.
 - d. Investigation
 - 1) Investigate and evaluate complaints and requests related to Town's roadway and drainage systems.
 - 2) Assist Town staff with evaluating Town regulations and mitigation strategies to address complaints.
 - e. Stormwater Management and Drainage Reviews
 - 1) Advises Town staff on issuance of grading permits in conjunction with TDEC and local regulations.
 - 2) Assists Town staff with investigation of possible violations of stormwater regulations and corrective actions necessary to address violations.
 - 3) The Consultant will coordinate drainage reviews with the Town's Engineer including performing review of stormwater and drainage plans to ensure compliance with the Town's stormwater management regulations and State and Federal regulations as needed.
 - f. Environmental Services and Regulatory Agency Interactions
 - 1) The Consultant will provide technical review of and answer inquiries relating to the site, building, subdivision, planned development, improvement, land disturbance, floodplain development, construction plans, and escrows pertaining to various projects proposed by applicants to be developed in the Town to ensure that such conform to Town requirements and all State and Federal regulations.
 - g. Work Product, Reporting, and Communication
 - 1) The Consultant will provide the Town with copies of all work products, including reports, analyses, correspondence, plans, drawings, and any other document produced in connection with the Town in printed and electronic form as requested. Such documentation is public record and subject to compliance with the adopted records management requirements of the Town and the State of Tennessee.
 - h. Additional Services
 - 1) Consultant shall provide other municipal engineering services, as requested, from time to time by the Town with agreed upon scope of services provided on a lump sum or hourly not to exceed basis in accordance with Town purchasing policies.

ARTICLE 2 – TOWN’S RESPONSIBILITIES

The Town will provide to Consultant all criteria and full information as to the Project’s requirements, and do the following:

1. Provide Consultant with all known available information that is pertinent to the Project.
2. Meet with Consultant for ongoing discussions to assist in directing the consultant.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).
4. Promptly schedule all required meetings including public meetings and special called meetings, publish required public notice for said meetings, serve all public and private notices, and receive and act upon all protests.
5. Designate, in writing, a single person to act as Consultant’s point of contact with the Town. The contact person for the Town will be Victor Lay, Town Manager.
6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken beginning July 1, 2024 and completed by June 30, 2025, unless otherwise agreed upon by the Town. This Agreement can be renewed annually for a period not to exceed a total contract period of three (3) years upon mutual written agreement.

ARTICLE 4 - FEES

1. For the services performed by the Consultant, the Town will pay the Consultant as follows:

For all general and supplemental services and other services as directed, as outlined in ARTICLE 1, at an hourly rate plus reimbursable expenses based upon the current year fee schedule agreed to by the Town as follows:

CURRENT FEE SCHEDULE:

Principal	\$ 262.00
Senior Engineer/Architect	201.25
Project Engineer/Architect	175.25
Engineer 3/Architect 3	159.50
Engineer 2 /Architect 2	147.25
Engineer 1 / Architect 1	131.75
Designer 3	128.25
Designer 2	108.00
Engineer Intern	67.25
Survey Crew	183.75
Construction Rep 3	111.00
Technical Support	68.50

Reimbursable expenses shall be invoiced at direct expense.

These hourly rates will be adjusted yearly on July 1 with a maximum adjustment of 5% per year.

For all major projects, the fee for basic services shall be determined on a project-by-project basis based upon a written proposal containing a specific scope of services and associated fee amount as a lump sum fee or hourly fee.

2. Invoices shall be submitted by Consultant to the Town in monthly statements for services rendered, if any. The statements shall be based on percent completion of the lump sum amount, and incurred expenses. Accompanying each individual invoice will be a description of work completed during the invoice period by the Consultant. Each individual invoice shall be due and payable thirty (30) days after receipt.

3. If the Town disputes any portion of Consultant invoices, the undisputed portion will be paid by the Town, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The Town and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

4. If the Town delays the Project for more than six months (6) beyond the designated start date as provided in Article 3, Paragraph 1, then the lump sum as designated in Sub-Paragraph 1 of this Article shall be increased by three percent (3%) per year. The intent of this language is that the increase shall be cumulative, as a delay would cause Consultant to have to revisit the plans created in accordance with the designated start date as defined herein.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Consultant:	Attn: James Golias, P.E. CT Consultants, Inc. 2964 Sidco Drive Nashville, TN 37204
If to Town:	Attn: Victor Lay Title: Town Manager 7218 Nolensville Road Nolensville, TN 37135
Copy to:	Charles Michels Town Attorney Taylor, Pigue, Marchetti & Blair, PLLC 2908 Poston Avenue Nashville, TN 37203-1312

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

2. This Agreement may be terminated by Consultant in the event that the Town permanently abandons the Project.

3. In the event of termination by either party, Consultant shall be compensated for all services performed in accordance with this Agreement prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The Town and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Williamson County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the Town and Consultant. Should any changes in the scope of services of the Project be necessary, the Town’s designee shall report such change to Consultant in writing. Then Consultant, with the approval of the Town, shall execute an amendment to Agreement describing the change in scope of services and corresponding change in compensation, to complete the Project as modified, which shall be signed by both the Town and Consultant.

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

1. Consultant shall agree, to the extent permitted by law, to indemnify and hold the Town, its officers, agents and/or employees, harmless from and against lawsuits, damages and expenses, including court costs and reasonable attorneys’ fees, by reason of any claim against or liability imposed upon Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Consultant, its agents, employees, or any other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligations, and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish Town, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Consultant relationship with Town shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of Town, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by Town to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Consultant shall not be liable to Town or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Consultant reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval of delays which are

not caused by any act or omission by Consultant and unusually severe weather. Consultant agrees to notify Town of the existence and nature of any delay.

ARTICLE 17 – OPINIONS OF COST

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor’s methods of determining prices, or over competitive bidding or market conditions, Consultant’s opinions of probable Total Project Costs and Construction Cost provided for herein are to made on the basis of Consultant’s best judgment but, Consultant cannot and does not guarantee that proposals, bids or actual Total Project or construction Costs will not vary from Opinions of Probable Cost prepared by Consultant. If, prior to the Bidding or Negotiating Phase, the Town wishes greater assurance as to Total Project or Construction Costs, Town shall employ an independent Cost Estimator.

ARTICLE 18 – OWNERSHIP OF DOCUMENTS

The Town acknowledges the Consultant’s construction documents, including electronic files, as instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Town upon completion of services and payment in full of all monies due to the Consultant. The Town shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant, which shall not be unreasonably withheld. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, it officers, directors, employees and subconsultants against any damages, liabilities or cost, including reasonable attorneys’ fees and defense costs, arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without written authorization of the Consultant.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

TOWN OF _____, TENNESSEE

By: _____
Mayor

CT CONSULTANTS, INC.

By: _____

(Print Name)