

AGREEMENT
BETWEEN
CITY OF CROSSVILLE
AND
STIGALL ENGINEERING ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made this _____ day of _____, in the year Two Thousand Fourteen and between the THE CITY OF CROSSVILLE (hereinafter called the OWNER) and STIGALL ENGINEERING ASSOCIATES, INC. (hereinafter called the ENGINEER).

WITNESSETH: THAT WHEREAS, the OWNER intends to have the interior and exterior of its Highway 127 elevated storage tank tank primed and painted (hereinafter called the PROJECT).

NOW, THEREFORE, THE ENGINEER AND OWNER in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 - GENERAL

The ENGINEER shall provide professional engineering services as set forth in SECTION 2, SCOPE OF SERVICES. A Project Manager, acceptable to the OWNER, shall be assigned by the ENGINEER.

SECTION 2 - SCOPE OF SERVICES

2.01 It is understood between the OWNER and ENGINEER that:

The ENGINEER will provide professional engineering services for the project to include the following listed services:

- Preparation of specifications and contract documents;

- Perform bid advertisement;
- Conduct bid opening;
- Preparation of bid tabulation and recommendation of award to Owner;
- Conduct preconstruction conference; and
- Perform construction administration services including review of shop drawings, payment requests and provide project close-out activities.

2.02 Provide critical tank inspection and final report of activities for Owner.

SECTION 3 - COMPENSATION

3.01 It is understood between the OWNER and ENGINEER that:

The scope of services described in Section 2.01 and the ENGINEER is to proceed upon execution of this Agreement. The OWNER shall pay the ENGINEER a Lump Sum Fee of \$13,600.

3.02 It is understood between the OWNER and ENGINEER that:

OWNER shall compensate the ENGINEER for the scope of services described in Section 2.02 the amount of \$9,200.

SECTION 4 - GENERAL PROVISIONS

4.01 Changes

The OWNER may, at any time by written notice, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of (or time required for) performance of any service whether or not change by order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim

of ENGINEER for adjustment must be asserted in writing within thirty (30) days from the date of receipt by ENGINEER of the notification of change order unless OWNER wants to grant a further period of time.

4.02 Re-Use of Documents

All documents furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from OWNER's re-use without specific written verification or adaptation by the ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4.03 Successors and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants to this Agreement, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER or ENGINEER.

5.04 Termination

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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

ENGINEER
STIGALL ENGINEERING ASSOCIATES, INC.

By: _____
Robert D. Stigall, P.E., President

ATTEST:

Marcie Clark, Secretary

OWNER
CITY OF CROSSVILLE

By: _____
J. H. Graham, III, Mayor

ATTEST:

Sally Oglesby, City Clerk