ENTECH

CONSULTING ENGINEERS

5301 VIRGINIA WAY, SUITE 140
BRENTWOOD, TENNESSEE 37027
PHONE: (615)373-2640 FAX: (615)373-4837

AN AGREEMENT FOR ENGINEERING SERVICES

Client's Name: Hickman County School System Date: May 19, 2023

Address: 115 Murphree Avenue
Centerville, TN 37033
(931)729-3391

Project Name/Location: East Hickman Intermediate School - Fire Alarm System Replacement
5198 East Eagle Drive
Lyles, TN

Description of Project: Replacement of existing Fire Alarm System

Services Required: Electrical design services including Construction Documents, Bidding Phase Assistance, Shop Drawing Review and Job Observation during the scheduled period of construction.

Compensation for Services: Fixed Fee of $25,750.00.

Special Conditions: Fee includes attendance of pre-bid and bid opening meetings. Printing expenses, Travel expenses, Building Code Review fees if required, will be billed separately as project expenses with a 1.0 multipler.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS AGREEMENT.

Offered By: Accepted By:



(signature) (signature)

Ben L. Hunter, Vice President
(print name/title) (print name/title)

ENTECH ENGINEERING, INC.

Hickman County School System
(Client's Company Name)

TERMS AND CONDITIONS

ACCESS TO THE SITE/JOBSITE SAFETY:
Unless otherwise stated, Entech Engineering, Inc. will have access to the site for activities necessary for the performance of the services. The Client understands that Entech Engineering, Inc. is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

INDEMNIFICATIONS:
The Client and the Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damage, liabilities and costs on a comparative basis of fault.

INSURANCE:
Entech Engineering, Inc. shall secure and endeavor to maintain such insurance as will protect the client from claims of negligence, bodily injury, death, or property damage which may arise out of the performance of Entech Engineering, Inc. services under this agreement.

RISK ALLOCATION:
In recognition of the relative risks, rewards and benefits of the project to both the Client and Entech Engineering, Inc. the risk have been allocated such that the Client agrees that, to the fullest extent permitted by law, Entech Engineering, Inc. total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand ($50,000.00) dollars, whichever is greater for any claim arising out of Entech Engineering, Inc. negligence.

TERMINATION OF SERVICES:
This agreement may be terminated by the Client or Entech Engineering, Inc. upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Entech Engineering, Inc. the Client shall compensate Entech Engineering, Inc. for services performed prior to termination, together with Reimbursable Expenses, as well as Termination Expenses due.

REIMBURSABLE EXPENSES:
Reimbursable expenses are in addition to compensation for Basic Services, and include, but not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project. These reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by Entech Engineering, Inc.

TERMINATION EXPENSES:
Termination expenses are in addition to compensation for Basic services, and include expenses which are directly attributable to termination, and are computed as a percentage of the total compensation for Basic services earned to time of termination.

DISPUTES RESOLUTION:
All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

OWNERSHIP OF DOCUMENTS:
All documents produced by Entech Engineering, Inc. under this agreement shall remain the property of Entech Engineering, Inc. and may not be used by the Client or any person or endeavor without written consent of Entech Engineering, Inc.

OPINIONS OF CONSTRUCTION COST:
Any opinion of probable construction cost prepared by Entech Engineering, Inc. represents the judgement of design professionals and is supplied for general guidance only. Entech Engineering, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost.

APPLICABLE LAW:
Unless otherwise provided, this agreement shall be governed by the law of the State of Tennessee.

BILLINGS AND PAYMENTS:
Invoices for services shall be submitted, at Entech Engineering, Inc. option, either upon completion of such services or on a monthly basis, unless otherwise stated on page one. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within Thirty (30) days Entech Engineering, Inc. may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

LATE PAYMENTS:
Unpaid accounts may be subject to a monthly service charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of Entech Engineering, Inc. In the event the account or any portion thereof remains unpaid Sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:
If determined that the Design Professional's Basic Services do not include project observation, and that such services will be provided by the Client or Owner, the Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Design Professional that may be in any way connected thereto. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any loss, claim or cost, including reasonable attorney fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Design Professional. If Client requests in writing that the Design Professional provide any specific construction phase services and if the Design Professional agrees in writing to provide such services, then they shall be compensated for as Additional Services.