



**MASTER AGREEMENT FOR ON CALL ENGINEERING SERVICES  
BETWEEN COLLIER ENGINEERING CO., INC.  
AND CITY OF MT. PLEASANT, TN.**

**THIS AGREEMENT** is made by and between **COLLIER ENGINEERING COMPANY, INC.**, located at 2949 Nolensville Pike, Nashville, Tennessee 37211 (hereinafter "the Consultant"), and **CITY OF MT. PLEASANT, TN.** (hereinafter "The City") located at \_\_\_\_\_.

The Consultant has entered into one or more agreements with public or private entities (for each such agreement, "the Client") for the furnishing of professional and technical services (for each such agreement, "the Contract"). The Consultant and The City desire to set forth the general terms and conditions by which the Consultant will be engaged to provide services to The City, the details of each such engagement being set forth in an executed individual project proposal.

**WITNESSETH THAT:**

**WHEREAS**, the Consultant has entered into a contract with The City; and

**WHEREAS**, The Consultant wishes to enter into this Agreement to provide The City professional consulting services; and

**WHEREAS**, by entering into this Agreement, the Consultant affirms that it has extensive experience in providing technical services and that it shall provide such services 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; and

**NOW, THEREFORE**, in consideration of the promises herein and for other good and valuable considerations, Consultant and The City agree as follows:

**ARTICLE 1- SCOPE OF SERVICES**

1. Consultant agrees to perform technical engineering services. Such services shall be more particularly described on a project specific basis and determined by Consultant's separate proposals and purchase orders to/from The City.
2. Consultant shall comply with all phases of work outlined within the Scope of Work for each Project, and additional scope of services may be negotiated and added to this Agreement by a written Amendment to such Agreement.
3. The Project Scope of Work will be determined by the Consultant's proposal and The City's agreement and be included as a separate attachment once completed. Any services not expressly set forth within this Agreement, its exhibits, and subsequent proposals are excluded from this Agreement; therefore, Consultant shall promptly notify The City in writing if changes to the Scope of Work occur that will affect the schedule and payment contemplated herein, or as defined in the proposal for the Project.

## ARTICLE 2- TERM

1. The term of this Agreement shall be equal to one (1) year.
2. There shall be an option to extend the Agreement for three (3) additional one (1) year periods under the same terms as outlined herein upon mutual agreement of the parties.
3. This Agreement shall extend the length of the aforementioned term unless same is terminated sooner under any of the provisions included herein.

## ARTICLE 5- FEES

1. Consultant agrees to cooperate with The City to modify billing procedures to comply with The City regulations or requirements.
2. The TOTAL fee for the services under this Agreement will be defined by the proposal for each individual project assigned to the Consultant. However, the Consultant shall comply with the fee schedule set forth in **Exhibit A**, which specifies the hourly rates for Consultant's personnel. These rates are subject to change.
3. Consultant agrees to perform work described within the Scope of Services identified herein on an as needed basis with no minimum fee guaranteed.
4. Invoices shall be submitted by the Consultant to The City monthly for actual work performed during the prior month. Invoices shall provide appropriate details to satisfy The City, state, and federal requirements, which may be applicable.
5. Each individual invoice shall be due and payable thirty (30) calendar days after from Consultant issuance.
6. If The City disputes any portion of Consultant's invoice, The City will notify the Consultant in writing within ten (10) days of receipt of the exceptions taken to such invoice. Consultant and The City will attempt to resolve any payment disputed by either of them within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.
7. All invoices shall be delivered in writing, via United States mail, or email, unless agreed otherwise to the following City Representative :
8. This agreement may be terminated by the City for convenience or necessity.

Attn: City of Mt. Pleasant, TN. Representative:\_\_\_\_\_

## ARTICLE 6- CHANGES AND/OR AMENDMENTS

1. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and such documents supersede any prior written or oral agreements.

2. This Agreement may not be amended, modified, or changed except by written Amendment executed by both parties.

#### **ARTICLE 7- FORCE MAJEURE**

1. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of government, act of public enemy or other cause of similar nature beyond its control.

#### **ARTICLE 8- INDEMNIFICATION**

1. The Consultant and the City shall each agree to indemnify, defend, and hold harmless the other party, and its respective officers, agents, and employees, from and against any and all claims, damages, losses, liabilities, and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from bodily injury, death, or property damage in connection with the performance of services under this Agreement, but only to the extent caused by the negligent acts or omissions of the indemnifying party,
2. Without limitation to the foregoing provision, this indemnification obligation shall extend to and include any action brought by, or in the name of, any employee of The City and the Consultant, or others for whom both are legally liable. Nothing in this provision is intended to waive or limit Consultant's defenses available under applicable workers' compensation laws.
3. The terms and conditions of this Article shall survive the completion of all services, obligations and duties provided for in this Agreement, or the termination of this Agreement for any reason.

#### **ARTICLE 9- INSURANCE**

1. Collier shall maintain, during the life of this Agreement, the following insurance policy written by an insurance company authorized to do business within the State of Tennessee, and furnish the City, in duplicate, Certificates of Insurance as evidence thereof:
  - a. 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.
  - b. 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.
  - c. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.
  - d. 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 10 OWNERSHIP OF DOCUMENTS**

1. All documents, including, but not limited to, drawings, specifications, maps, computer software and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to The City, but Consultant may retain ownership of documents.

2. The City may request ownership of all documents, including, but not limited to, drawings, specifications, maps, computer software and other such instruments of service prepared documents at any time by written request to the Consultant. Consultant agrees to deliver plans and specifications, which shall not be unreasonably withheld.

## **ARTICLE 11- 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. The City's failure to pay the Consultant's invoices as outlined in this Agreement when due shall be considered substantial noncompliance and shall warrant the suspension of the Consultant's services or termination of this Agreement.

2. In the event of termination of the Consultant, the City shall compensate the Consultant for all services performed through the effective date of termination. All documents and work product prepared by the Consultant shall remain the property of the Consultant; however, copies of such documents shall be provided to the City within thirty (30) days following the termination date. If termination occurs prior to the completion, sealing, and issuance of the drawings for construction, the City acknowledges that such documents may contain errors, omissions, or incomplete information and are not intended for construction use. The City assumes all risks associated with the use or reliance upon any such incomplete documents.

## **ARTICLE 12- DISPUTE RESOLUTION AND GOVERNING LAW**

1. Consultant and The City 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 rights would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. If mediation does not settle the dispute within ninety (90) days after either party makes a written request for mediation, the dispute shall be subject to the laws of the State

of Tennessee, and, more particularly, the courts of competent jurisdiction in the County of Davidson.

#### **ARTICLE 13- SEVERABILITY**

1. The invalidity, illegality or unenforceability of any provision within this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.
2. Any void provision shall be deemed severed from the Agreement, and the remaining portions of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### **ARTICLE 14- MISCELLANEOUS TERMS OF AGREEMENT**

1. Except as otherwise provided herein, any notice, approval, acceptance, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, properly addressed to the other party at the address set forth below (as such address may be changed by written notice).

##### **Consultant**

Attn: Chad A. Collier, P.E.  
Title: President  
Collier Engineering Company, Inc.  
2949 Nolensville Pike  
Nashville, Tennessee 37211

##### **The City**

Attn: Phillip Grooms  
Title: City Manager  
City of Mount Pleasant  
100 Public Square  
Mt. Pleasant, Tennessee 38474

#### **ARTICLE 15- MISCELLANEOUS TERMS OF AGREEMENT**

1. Extent of Agreement: This Agreement and the exhibits attached hereto constitute the entire and integrated agreement between the Consultant and The City, and no other written or oral understanding shall constitute part of this Agreement.
4. Waiver: A waiver by either party of any breach of this Agreement shall not be binding unless such waiver is in writing.



Revised: 020426

5. 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 Consultant and The City.

6. Headings: The parties agree that the headings identifying the various Articles and subsections within this Agreement are for informational purposes only and are not intended to limit the terminology contained within the Agreement in any manner.

**Attachments:**

**Exhibit A- Collier Engineering Fee Schedule**

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

**CITY OF MT. PLEASANT, TENNESSEE  
INC.**

**COLLIER ENGINEERING COMPANY,**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Phillip Grooms \_\_\_\_\_  
(Print Name)

Matt Campbell \_\_\_\_\_  
(Print Name)

City Manager \_\_\_\_\_  
(Title)

Vice President of Operations \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Exhibit A:**

**Collier Engineering - 2025-2026 Fee Schedule**

Values from the Past | Experience for Today | Solutions for the Future

(Effective July 1, 2025, to June 30, 2026)	
*These rates are subject to change*	
Classification	Hourly Rate
Principal	\$ 244.76
Department Manager	\$ 219.40
Sr. Project Manager	\$ 189.63
Project Manager II	\$ 176.40
Project Manager I	\$ 156.56
Sr. Engineer	\$ 189.63
Project Engineer II	\$ 163.17
Project Engineer I	\$ 143.33
GIS Analyst	\$ 131.20
EIT/LA Designer/Planner/CAD Tech III	\$ 123.48
EIT/LA Designer/Planner/CAD Tech II	\$ 111.35
EIT/LA Designer/Planner/CAD Tech I	\$ 98.12
CAD/GIS Manager	\$ 163.17
Construction Manager	\$ 141.12
Sr. Inspector	\$ 111.35
Inspector II	\$ 98.12
Inspector I	\$ 87.10
GIS Technician	\$ 98.12
Technician	\$ 78.28
Registered Land Surveyor	\$ 189.63
Survey Manager	\$ 143.33
Survey Party Chief	\$ 104.74
Survey Technician	\$ 78.28
Accountant	\$ 123.48
Project Administrator	\$ 111.35
Administrative Assistant	\$ 71.66
Seasonal Intern	\$ 58.43

**Reimbursable Expenses:**

- Permit applications prepared and submitted by Collier on behalf of the client
- Subcontracted services will be billed at cost plus 15% administrative fee
- Printing and/or reproduction expenses will be billed as incurred
- Mileage will be invoiced at the current IRS standard rate