MOUNT CARMEL

A place to put down roots

RESOLUTION 26-694

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE, APPROVING A FIVE-YEAR EXTENSION OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MATTERN & CRAIG, INC.

WHEREAS, the Town of Mount Carmel entered into a Professional Engineering Services Agreement with Mattern & Craig, Inc., commencing April 1, 2022, for the provision of miscellaneous engineering services on an as-needed basis; and

WHEREAS, the original Agreement provides for a term of five (5) years, expiring March 31, 2027, and permits amendments or modifications through a duly executed written instrument; and

WHEREAS, Mattern & Craig, Inc. has provided professional engineering services to the Town, and the Board of Mayor and Aldermen finds that the Town has maintained a satisfactory working relationship with the firm; and

WHEREAS, the Town desires to maintain continuity in professional engineering services, preserve institutional knowledge of Town infrastructure and ongoing projects, and ensure the continued availability of qualified engineering assistance; and

WHEREAS, Tennessee Code Annotated § 12-4-107(a)(1)(D) provides an exception to the qualifications-based selection process for municipalities having a satisfactory existing working relationship for architectural or engineering services, allowing the expansion of such services when they are within the technical competency of the existing firm; and

WHEREAS, the Board of Mayor and Aldermen finds that the continued provision of miscellaneous engineering services contemplated by the Agreement is within the technical competency of Mattern & Craig, Inc., and that extending the existing professional relationship is in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 22nd day of October, 2026, that

SECTION 1. The Board of Mayor and Aldermen hereby approves a five (5) year extension of the existing Professional Engineering Services Agreement between the Town of Mount Carmel and Mattern & Craig, Inc., commencing April 1, 2027, and continuing through March 31, 2032.

SECTION 2. Mattern & Craig, Inc. shall continue to provide professional engineering services on an as-needed basis, subject to the terms and conditions of the existing Agreement and any duly executed amendments thereto. Individual projects and assignments shall remain subject to authorization by the Town.

SECTION 3. Except as expressly modified by a written amendment, all other provisions of the existing Agreement shall remain in full force and effect. Compensation shall be based upon the applicable hourly rate schedule and reimbursable expenses as agreed upon by the parties.

SECTION 4. The Mayor is hereby authorized to execute, on behalf of the Town of Mount Carmel, an appropriate written amendment memorializing the five-year extension, subject to review and approval as to form by the Town Attorney.

This Resolution shall take effect immediately, the public welfare requiring it.

ADOPTED this 22nd day of October, 2026

John K. Gibson, Mayor

Attest:

Tiffany Bishop, Town Recorder

FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BETWEEN

THE TOWN OF MOUNT CARMEL, TENNESSEE

AND

MATTERN & CRAIG, INC.

This First Amendment to Professional Engineering Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this 22nd day of October, 2026, by and between the **Town of Mount Carmel, Tennessee**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "Town"), and **Mattern & Craig, Inc.** (hereinafter referred to as the "Engineer").

WHEREAS, the Town and Engineer previously entered into a Professional Engineering Services Agreement (hereinafter referred to as the "Agreement") for the provision of miscellaneous professional engineering services on an as-needed basis; and

WHEREAS, the parties acknowledge that their professional engineering services relationship commenced April 1, 2022, and desire to continue that relationship for an additional five (5) years; and

WHEREAS, the Engineer has provided professional engineering services to the Town, and the Town has determined that the Engineer has maintained a satisfactory working relationship and possesses the technical competency necessary to continue providing such services; and

WHEREAS, Tennessee Code Annotated § 12-4-107(a)(1)(D) provides an exception to the qualifications-based selection process for the expansion of professional engineering services within the technical competency of a firm with which a municipality maintains a satisfactory existing working relationship; and

WHEREAS, the Board of Mayor and Aldermen, by Resolution No. 26-694, adopted on October 22, 2026, authorized a five-year extension of the existing Agreement; and

WHEREAS, the parties desire to memorialize the extension in writing and otherwise maintain the existing terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of these facts, the parties hereto agree as follows:

1. **Term**: The term of the existing Professional Engineering Services Agreement is hereby extended for an additional period of five (5) years, commencing April 1, 2027, and continuing through March 31, 2032, unless earlier terminated in accordance with the provisions of the Agreement.

2. **Scope**: The Engineer shall continue to provide professional engineering services to the Town on an as-needed basis, consistent with the scope of services and procedures established in the existing Agreement.

   Individual projects, assignments, and associated expenditures shall remain subject to authorization by the Town in accordance with the Agreement and applicable municipal purchasing procedures.

   Nothing contained herein shall obligate the Town to assign any minimum quantity or value of engineering services to the Engineer.

3. **Compensation**: Compensation for professional engineering services shall continue to be governed by the provisions of the existing Agreement, including the applicable hourly rate schedule and reimbursable expenses.

   Any adjustments to hourly rates or compensation shall be made in accordance with the provisions of the Agreement and subject to approval by the Town.

4. **Continuation of Existing Terms**: Except as expressly amended herein, all terms, conditions, provisions, responsibilities, and obligations contained in the existing Professional Engineering Services Agreement shall remain unchanged and in full force and effect.

   In the event of any conflict between the provisions of this Amendment and the existing Agreement, the provisions of this Amendment shall control.

5. **Termination**: The rights and obligations of the parties concerning termination of the Agreement shall remain as established in the existing Agreement. Nothing in this Amendment shall limit or otherwise modify the termination rights of either party.

6. **Authority**: The parties represent that they possess the necessary authority to enter into this Amendment and that the individuals executing this Amendment are duly authorized to bind their respective parties.

7. **Effective Date**: This Amendment shall become effective upon execution by both parties, with the extended contractual term commencing April 1, 2027.

8. **Governing Law**: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Professional Engineering Services Agreement on the dates indicated below.

Town of Mount Carmel

Signature: John K. Gibson

Name: John K. Gibson

Title: Mayor

Date: 10/22/2026

Mattern & Craig, Inc.

Signature: Jason Carder

Digitally signed by Jason Carder
DN: C=US, E=jacarder@matternandcraig.com, O=Mattern & Craig, CN=Jason Carder
Date: 2026.10.27 15:38:23-04'00'

Name: Jason Carder

Title: Principal

Date: 10/27/26