

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of \_\_\_\_\_, 2022 by and between the Town of Thompson's Station (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Regional WWTP NPDES Permitting Support

Location: Thompson's Station, TN

Description of Project:

Barge will provide preliminary research and review of required needs to apply for a NPDES Permit for the discharge from the wastewater treatment plant.

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Exhibit A

II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

See Exhibits A and B.

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty,

expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.

- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and

does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation regarding this contract shall be in Williamson County Chancery Court, Franklin, Tennessee.

	<b>Barge Design Solutions, Inc.</b>
By:	By:
Printed Name:	Printed Name: Jonathan Childs, PE
Title: Mayor	Title: Senior Vice President
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 700 Third Ave S, Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for Town of Thompson's Station (Client) for the Regional Wastewater Treatment Plant (WWTP) National Pollutant Discharge Elimination System (NPDES) Permitting Support, in accordance with the Professional Services Agreement (Agreement) dated \_\_\_\_\_. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation

## **I. Project Description**

The Town of Thompson's Station currently operates the Wastewater Treatment Plant, located at 4549 Columbia Pike, Thompson's Station, TN 37179, which serves the majority of the Town's residents. The plant's primary means of effluent disposal is discharging to land application. The Town faces future challenges with effluent disposal as it continues to grow. Land application as a sole means of effluent disposal will require continual acquisition of expensive property and the dedication of large areas to wastewater effluent disposal. The Town is considering an application for a National Pollutant Discharge Elimination System (NPDES) surface water discharge permit which will provide the Town another effluent disposal option. This project will begin introductory permit parameter coordination with TDEC which will form the basis for the NPDES permit application in a future phase.

## **II. Scope of Services**

The scope of services includes:

- TDEC Water Quality Review, Stream Model, and Pollutant Model Review
- Discharge Alternatives Review and Documentation
- Process Evaluation for Phosphorus and Nitrogen Removal
- Technical Memoranda Preparation

The following sections provide a description of the purpose, activities, and deliverables anticipated for this project. Throughout the following tasks, Barge will manage the activities of our staff, coordinate monthly status meetings with Client, and submit monthly invoices with updated schedules and budgets as applicable.

### **TDEC Water Quality Review, Stream Model, and Pollutant Model Review**

Barge will consult with TDEC to review current models and data utilized by the State of Tennessee. The task will generally include the following activities:

- Barge will facilitate an initial model coordination meeting with TDEC to gain an understanding of their current hydrologic/hydraulic models and other available information for the Harpeth River watershed.
- Barge will facilitate additional meetings with TDEC to review the existing model and data regarding potential locations for surface water discharge from the plant as related to point loading and water quality. Barge will facilitate these coordination meetings (2 in-person and 5 teleconference) with TDEC staff.
- Barge will develop and coordinate with TDEC to model pollutant discharge scenarios. Barge will facilitate coordination meetings (2 in-person and 5 teleconference) with TDEC staff.

#### **Discharge Alternatives Review and Documentation**

Barge will review the following effluent disposal alternatives and provide a recommendation of each proposed alternative.

- Reuse program feasibility: Barge will identify potential users of reuse water for irrigation within the Town's service area for purposes of determining feasibility of a reuse program. If possible, estimates of reuse demand may be developed.
- Utilize existing property: Barge will review existing Town owned property to determine if there is available land that could be made suitable for land application, by means such as soils amendment.
- Multiple discharges: Barge will review historical flow and seasonal patterns along with future growth projections to determine if there is a means of utilizing both the existing land application and a new surface water discharge to accommodate the Town's needs in the future.

#### **Process Evaluation for Phosphorus and Nitrogen Removal**

- Review current technology capabilities and identify trends for pollutant removal. Coordinate with manufacturers to estimate nitrogen and phosphorus removal from existing individual unit processes.
- Provide a review of current loading rates at the WWTP and calculate expected phosphorus and nitrogen discharge.

#### **Technical Memorandum Preparation**

- Barge will summarize the model review, alternatives analysis, and technology review in a technical memorandum (TM).

**Deliverables:**

The following deliverables will be provided as part of this task:

- Technical Memorandum (one digital copy and three hard copies).

**Assumptions:**

The following assumptions apply to the above scope of services:

- If water sampling of discharge waters or plant effluent water is determined to be necessary to provide additional data for model verification, data collection and analysis can be provided under an additional scope and budget.

**III. Project Schedule**

The preliminary project schedule is estimated to have a duration of six months.

**IV. Compensation**

Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit B of the Agreement. The cost to complete the scope of work as defined in the tasks above is estimated to be \$69,700.00. The budget status will be summarized monthly in our progress report and invoice submittal.



**Exhibit B, Schedule of Standard Charges  
Regional WWTP NPDES Permitting Support  
Town of Thompson's Station**

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**HOURLY-RATE BASIS**

The following hourly rates shall apply for personnel of Barge and its wholly owned subsidiaries for time properly chargeable to the work:

Principal Engineer, Senior Technical Specialist, Practice Leader.....	\$200 to \$250
Project Manager.....	\$150 to \$215
Professional Engineer/Architect.....	\$110 to \$200
Senior Designer .....	\$120 to \$155
Professional Land Surveyor .....	\$110 to \$195
Engineer-In-Training .....	\$90 to \$130
Designer or CADD Technician .....	\$75 to \$115
Project Administrator, Administrative Assistant.....	\$80 to \$150
Surveyor/Survey Tech.....	\$60 to \$110

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subconsultant's statement plus 15 percent.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred.

The hourly rates listed above are valid until September 1, 2023, after which the rates may be adjusted annually based on average salary adjustments.