

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

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

Project: ARPA Competitive Grant WWTP Improvements

Location: Thompson's Station, TN

Description of Project:

The project consists of the development of a set of bidding documents to include wastewater treatment plant improvements identified in the Town's ARPA competitive grant application. The project also includes bid phase services.

**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 Exhibit A

**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 the Williamson County Chancery Court, Franklin, Tennessee.

Town of Thompson's Station	Barge Design Solutions, Inc.
By:	By:
Printed Name: Brian Stover	Printed Name: Jonathan Childs, P.E.
Title: Mayor	Title: Senior Vice President
Address: 1110 Fountain View Blvd Thompson's Station, TN 37179	Address: 615 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) including design and bid phase services for the ARPA Competitive Grant WWTP Improvements Project, 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**

In August 2023, the Town of Thompson's Station submitted an application for a competitive ARPA grant to fund scope elements which had been removed from an existing construction contract during the construction contract award process via deductive alternates. The funding application was approved by TDEC in November 2023. The scope items (replacement of the plant influent pump station, expansion of the ultraviolet disinfection capacity, installation of effluent reservoir mixer, increase of effluent pumping capacity, and installation of sludge screw press) included in this project will be bid as a standalone project and administered separately from the other construction work performed at the Town's Regional wastewater treatment plant (WWTP).

**II. Scope of Services**

The scope of services is summarized into the following major tasks:

- Task 1 – Project Management
- Task 2 – Final Bid Documents
- Task 3 – Bid Phase Services

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

**Task 1 – Project Management**

Barge will plan, manage, and execute the work in accordance with the schedule and budget established herein. The project management task will generally include the following activities:

- Facilitate project initiation meeting with Client to identify key project stakeholders for distribution of project information, discuss pertinent data, project staffing and organization, and present project work plan and initial schedule.
- Perform general project management duties including supervising and coordinating the project team and monitoring of project progress, costs, schedule, and work to complete.
- Prepare and submit monthly invoices and project status reports. Communicate potential scope changes, schedule impacts, and cost risks to allow for timely guidance from Client staff to manage change.

**Deliverables:**

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

- Project Initiation Meeting Agenda and Summary
- Monthly Progress Reports and Invoices

**Assumptions:**

The following assumptions are applicable to the above scope of services:

- The project is assumed to include a 2-month design and permitting period and a 3-month bidding/award period.

**Task 2 – Final Bid Documents**

The final bid documents task will include development of deliverables based on the previously completed Regional WWTP design and requirements of the ARPA funding. Following is a list of activities anticipated during this task.

- Finalize design drawings to include standard details and notes.
- Prepare final technical specifications.
- Complete final checking and coordination review.
- Finalize construction drawings, specifications, and preliminary schedules for bidding.
- Finalize specification front-end documents, including General Conditions, Supplemental Conditions, bid form, and instructions to bidders.
- Update opinion of probable construction cost (OPCC) .
- Submit draft bid documents for Client's review and comment.

- Facilitate a design review meeting to receive Client's comments.
- Prepare meeting summary and comment responses. Finalize documents for bid advertisement.
- Deliver Professional Engineer stamped bid-ready contract documents to Client.
- Coordinate with Client on bidding process and schedule.
- Barge will provide assistance to the Client in obtaining TDEC plans and specifications review permit by providing supporting documentation and filling out permit application forms.

**Deliverables:**

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

- Draft bid documents submittal package including OPCC (two half-sized sets and PDF version)
- Review meeting summary, responses to Client's comments, and revisions to final design documents.
- Permit application and documentation of permit approval
- Bid-ready contract documents package (one full-sized, two half-sized, and PDF version), including:
  - Design drawings (estimated 43 drawings)
  - Project technical specifications, bid form, and Client standard front-end documents

**Assumptions:**

The following assumptions are applicable to the above scope of services:

- Barge standard front-end documents (Division 0) will be used; Divisions 01 through 49 will be Barge standards.
- Barge standard design procedures, drafting standards, and typical drawing details will be used in the development of the construction documents. The drawings will be 22x34 sheet size.
- Anticipated drawings include 6 general sheets, 4 structural sheets, 11 civil sheets, 10 mechanical/process, and 12 electrical and I&C sheets.

- Barge standard master specifications will be utilized to prepare the project technical specifications. The masters generally conform to 49 Division CSI Master Format.
- The drawings for the scope elements removed from the existing Regional WWTP project will be the basis for the drawings for this project. Minimal re-design is expected other than to account for construction sequencing and the potential impact of two separate contractors performing work on the project site.
- The Client understands that Barge has no control over the cost or availability of labor, equipment, materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- Any abatement and/or remediation work associated with presence of hazardous materials in any of the existing facilities such as asbestos or lead paint is not included as a part of this scope of services.
- Subsurface Utility Engineering (SUE) is not included in the basic services.
- Design will be based upon federal, state, and local codes in effect on the date of the effective date of this agreement.
- Bid-ready contract documents are prepared for a single bid and single construction contract with fixed price.
- Equipment pre-purchase or pre-negotiation is not required.
- All permit application fees will be paid by the Client.
- The project will not require a separate stormwater pollution prevention plan (SWPPP) or aquatic resource alteration permit (ARAP) from the existing Regional WWTP project.
- It is understood and agreed that this proposal does not include construction observation or review of the Contractor's performance or any other construction phase services. However, an amendment to provide these services will be provided at a future date.

### **Task 3 – Bid Phase Services**

The bid phase services anticipated include providing bid documents for advertisement, responses to bidder inquiries, preparation of addenda, and review of bids as summarized below:

- Prepare Advertisement for Bids.
- Assist the Client with responses to bidder questions and the preparation of addenda. If needed, issue addenda to prospective bidders after approval by Client Purchasing. It is assumed up to three addenda are included in this scope.
- Participate in Bid Opening and prepare Bid Tabulation.
- Assist the Client with review of contractor bid packages for responsiveness and qualification, contact references of apparent low bidder, and provide recommendation for award. Coordinate with funding agency to obtain approval of bid award.
- Following award of construction contract, prepare an electronic (PDF) set of conformed documents for execution and use during construction. This consists of incorporating all addenda issued on the project into the drawings and specifications, as well as incorporating information submitted with the bid by the successful bidder.

**Deliverables:**

- Responses to bidder questions, addenda, and bid review summary and recommendation as required.
- Recommendation to award letter.
- Conformed contract documents – six full-size hard-copy plan sets; four half-size hard-copy plan sets; six hard-copy specifications; and one electronic copy of plans and specs in PDF format.

**Assumptions:**

- The bid phase is assumed to be three months.
- Pre-qualification of contractors is not required.
- One bid package and one bid opening are included.
- Up to 14 hours of coordination with the funding agency are included in the scope.

**III. Project Schedule**

Total duration to completion for the design and bid phase scope of services is anticipated to be five months. Duration includes design deliverable review time and assumes two weeks per review period.



Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

#### **IV. Compensation**

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. 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 Exhibit B – Schedule of Standard Charges. The budget to perform the scope of work as defined in Exhibit A is estimated to be \$97,100. The budget status will be summarized monthly in our progress report and invoice submittal.

**Fee Summary Table**

<b>Items</b>	<b>Fee Type</b>	<b>Fee Amount</b>
<b>A. Project Management</b>	Hourly	\$9,100
<b>B. Final Bid Documents</b>	Hourly	\$53,700
<b>C. Bid Phase Services</b>	Hourly	\$34,300
<b>TOTAL</b>		<b>\$97,100</b>



**Exhibit B, Schedule of Standard Charges  
ARPA Competitive Grant WWTP Improvements Project  
Town of Thompson's Station**

**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 \$200
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 \$115

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, 2024, after which the rates may be adjusted annually based on average salary adjustments.