

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of July 1, 2024 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: Fiscal Year (FY) 2025 Wastewater System General Support Services

Location: Thompson's Station, Tennessee

Description of Project:

The project consists of 1) the review of wastewater capacity reservation requests; 2) provide Board of Mayor and Aldermen (BOMA) and Utility Board meeting assistance; and 3) coordination with developments and plans review.

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

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

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/JOB SITE 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 or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. 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, PE
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) for the FY 2025 Wastewater System General Support Services, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

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

I. Project Description

The project consists of the following elements: 1) the review of wastewater capacity reservation requests. Developers and other entities interested in tying into the Client's wastewater system will submit requests to reserve wastewater system capacity for proposed developments. The Client will submit the information provided by the applicants to Barge. Barge will review the information, determine whether there is sufficient wastewater system capacity in the system, and will provide a summary of the evaluation to the Client. 2) attendance and support services for the Town's Board of Mayor and Aldermen (BOMA) and Utility Board meetings outside of the existing contracted scope. 3) Coordination with developers and the review of wastewater infrastructure plans prepared by developers for proposed developments in the Town of Thompson's Station. Barge will update the Client as work progresses on the budget status and if additional budget may be required to review all of the requests received.

II. Scope of Services

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

- Task 1 - Wastewater System Capacity Reservation Request Review
- Task 2 - BOMA and Utility Board Meeting Support
- Task 3 – Development Coordination and Plans Review

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 and submit monthly invoices with updated schedules and budgets as applicable. The project is assumed to run through the end of the Client's 2025 fiscal year, June 30, 2025.

Task 1 – Wastewater System Capacity Reservation Request Review

Barge will perform the following services related to the wastewater system capacity review process.

- Barge will review the information provided by wastewater system capacity reservation applicants. If all information has not been provided as required by the Client's ordinances, Barge will notify the Client and will resume the review once all applicable information has been received.
- Barge will enter the proposed wastewater flow information into the existing wastewater system model. The system model will be run to determine if there is sufficient capacity in the system to accommodate the proposed additional flow. Barge will note capacity constraints downstream of the proposed development tie-in location identified by the model.
- A letter will be provided to the Client summarizing the findings of the model run. If the model results indicate insufficient system capacity to accommodate the proposed development, up to two options for alternative tie-in location or improvements to allow the desired capacity increase will be determined and a brief scope will be provided in the letter.
- Once a proposed development has paid a deposit to reserve the requested system capacity and upon notification by the Client, Barge will indicate the reserved capacity in the system model.

Deliverables:

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

- Letter describing modeling results of wastewater system evaluation and other options, if necessary.

Assumptions:

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

- Any correspondence with applicants will be directed through Client staff.
- Barge will not develop an opinion of probable construction costs for any identified improvements.
- Barge will return a letter to the Client within two to three weeks of receipt of the ordinance-required information.
- Up to 92 hours of time have been budgeted for this task.

Task 2 – BOMA and Utility Board Meeting Support

Barge will perform the following services related to the BOMA and Utility Board Meeting Support.

- A representative from Barge will attend BOMA meetings as requested during the course of the Town's 2025 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 8 meetings). It is assumed the meetings will be up to 2-hours in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting, and are not associated with existing contracts, will require a separate contract to perform.
- A representative from Barge will attend Utility Board meetings as requested during the course of the Town's 2025 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 10 meetings). It is assumed the meetings will be up to 1-hour in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting and are not associated with existing contracts will require a separate contract to perform.

Task 3 – Development Coordination and Plans Review

Barge will perform the following services related to the development coordination and Plans Review.

- Barge will assist Town staff with coordinating wastewater service needs for developments.
- Barge will review pipeline and pump station drawings prepared by developers for compliance with Town standards and generally accepted engineering practices. Review comments will be provided in a table and markups on the electronic pdf files. Barge will not check design calculations.
- Barge will respond to follow up questions or information provided by the developers in response to the initial review comments.

Deliverables:

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

- Summary of review comments in tabular format and markups on the developer provided pdf electronic files.

Assumptions:

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

- All discussion with developers will be completed via electronic means.
- Up to 64 hours of review time have been budgeted for this task.

III. 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 not to exceed budget for Barge to perform the scope of work as defined in the tasks above is \$45,000. The budget status will be summarized monthly in our progress report and invoice submittal.

BARGE DESIGN SOLUTIONS, INC.

EXHIBIT B SCHEDULE OF STANDARD CHARGES

The following hourly rates apply for personnel of BARGE and its wholly owned subsidiaries for time properly chargeable to the work.

Hourly Rate Schedule

Classification	Hourly Rate
Senior Officer	\$250
Principal-In-Charge/Technical Advisor	\$240
Sr. Project Manager/Sr. Technical Leader/Quality Control	\$235
Sr. Technical Specialist	\$215
Sr. Professional Engineer IV	\$210
Project Manager II/Engineering Manager II	\$205
Sr. Professional Engineer III/Sr. Registered Architect	\$195
Project Manager I/Engineering Manger I/Sr. Ecologist	\$190
Sr. Professional Engineer II	\$185
Sr. Professional Engineer I/Construction Manager	\$175
Professional Engineer II/Registered Architect	\$165
Professional Engineer I/Project Biologist	\$155
Engineering Associate II	\$130
Engineering Associate I/Architecture Associate	\$120
BIM Manager/Geospatial Solutions Developer	\$185
Designer III/Sr. Specialist	\$160
Designer II	\$145
Designer I	\$130
CAD Technician II/GIS Specialist II	\$125
CAD Technician I/GIS Specialist I	\$115
Sr. Registered Land Surveyor	\$170-\$235
Registered Land Surveyor	\$135-\$165
Survey Party Chief	\$115
Survey Technician	\$100
2-Man Survey Crew	\$150-\$200
Senior Administrative Manager	\$120
Senior Project Administrator	\$110
Project Administrator	\$90
Office Administrator	\$85
Administrative Assistant	\$80

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 subcontractor's statement plus 10 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 April 1, 2025, after which the rates may be adjusted annually based on the average salary adjustment to Barge employees.