

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of the date last signed below by and between the City of Mt. Pleasant (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: WWTP Maintenance Checklist  
Location: Mt. Pleasant, Tennessee

Description of Project:

The WWTP Improvements project is set to be completed in March 2025 that will include modified and new treatment process areas. In order to assist the WWTP staff to upkeep with the modified and new plant maintenance activities, Barge will provide the WWTP staff checklists to help with process equipment maintenance.

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

As shown in Exhibit A

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

As shown in 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 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.

City of Mt. Pleasant	Barge Design Solutions, Inc.
By:	By:
Printed Name: Bill White	Printed Name:
Title: Mayor	Title:
Address: 100 Public Square Mount Pleasant, TN 38474	Address: 615 Third Avenue S, Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for City of Mt. Pleasant (Client) for the WWTP Maintenance Checklists, in accordance with the Master 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
- V. Additional Services

### **I. Project Description**

The WWTP Improvements project is set to be completed in March 2025 that will include modified and new treatment process areas. In order to assist the WWTP staff to upkeep with the modified and new plant maintenance activities, Barge will provide the WWTP staff checklists to help with process equipment maintenance.

### **II. Scope of Services**

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

- Task 1 – Project Management
- Task 2 – Overall WWTP Operation Description and Depiction
- Task 3 – Maintenance Checklists

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks.

#### **Task 1 – Project Management and Meetings**

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 kickoff 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, initial schedule, and project deliverables.
- 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.
- A workshop to discuss the draft electronic version of the overall document that includes Task 2 and 3 with the Client to incorporate comments and finalize the document for the WWTP staff eventual use.

**Deliverables:**

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

- Project Kickoff Meeting Agenda and Summary
- Monthly Progress Reports and Invoices
- Workshop Meeting Agenda and Summary

**Assumptions:**

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

- Progress meetings are not included due to the nature of the project.

**Task 2 - Overall WWTP Operation Description and Depiction**

This task will include the development of a narrative summary description of new overall WWTP normal operations including unit process design flow rates, loadings, and sequencing as applicable. Figures will be produced as needed to help illustrate the existing, modified, and new process areas. It will also include a list of the equipment (description, tagging, serial and model numbers) for the new equipment to be maintained as part of the WWTP Improvements project. This operation description document will reference and/or attach detailed operations descriptions provided by equipment vendors. This document will be combined with the maintenance checklist in Task 3 and serve as introduction to overall WWTP checklist document.

**Deliverables:**

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

- Summary and introductory document that will include be combined with the checklists and include the following:
  - Description of WWTP operations with accompanying graphics as needed delivered electronically.

- List of new equipment including description/naming convention of process area, tagging, serial, and model numbers delivered electronically.

**Assumptions:**

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

- Existing equipment will not be included in list of equipment, but the process areas will be described for the overall plant operation purposes.

**Task 3 – Maintenance Checklists**

This task will include the development of the maintenance checklists that will be compiled from manufacturer recommended maintenance intervals as well as best practices for operating each of the modified and new major systems installed as part of the WWTP Improvements project. Barge will provide maintenance checklists broken down by time interval (weekly, monthly, semi-annually, and annually). The process areas are denoted below which checklists for maintenance of the equipment in that area will encompass:

- Influent Pump Station
- Headworks
- Treatment Basins 1 and 2
- Internal Recycle Pump Station
- Membrane Bioreactors (MBR)
- Digester
- Lagoon modifications to WWTP Equalization Basins
- Backup Power System (Generator and ATS)

**Deliverables:**

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

- Electronic Checklists separated out by time interval and process area.

**Assumptions:**

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

- The checklists will be limited to regular equipment maintenance.
- The checklists will not include lab operations or permit requirements.
- The checklists will be targeted to be a length of 1 to 3 pages each.

### **III. Project Schedule**

After receiving the Notice to Proceed (NTP), the overall document development and finalization is estimated to take up to 3 months.

### **IV. Compensation**

Client agrees to pay Barge a Lump Sum Fee of \$57,000 to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

### **V. Additional Services**

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the Client.

- Updating the checklist document to include the new ultraviolet (UV) disinfection system and sludge dewatering improvements.
- Revisit document annually as needed with WWTP staff input.