

# 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: Infrastructure Planning Grant Sanitary Sewer Analysis

Location: Mt. Pleasant, Tennessee

Description of Project:

The Client applied for and received award for a Fiscal Year 2024 Infrastructure Planning Grant (IPG). Utilizing these funds, the Client has requested Barge help to develop a sewer system analysis.

**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 the City of Mt. Pleasant (Client) including design services for the 2024 Infrastructure Planning Grant (IPG) 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**

The Client applied for and received award for a Fiscal Year 2024 Infrastructure Planning Grant (IPG). Utilizing these funds, the Client has requested Barge help to develop a sewer system analysis.

Utilizing recently collected wastewater collection system flow monitoring data, the Client and Barge have identified areas of the system with elevated inflow/infiltration (I/I). This project will consist of conducting a sanitary system evaluation survey (SSES) in some of the areas identified from the recent flow monitoring and Wastewater System Model Report. The investigative work will provide the Client with a planning tool to determine rehabilitation needs in the inspected areas and budget for future construction improvements to the wastewater collection system.

## **II. Scope of Services**

The scope of services will consist of a Sewer System Analysis.

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 subconsultants, coordinate with Client staff, and submit monthly invoices with updated schedules and budgets as applicable.

### **Sewer System Analysis**

The following elements will be completed under this task.

- SSES work will include up to 115 manhole inspections, up to 22,000 linear feet (LF) of smoke testing, up to 12,500 LF of closed circuit television (CCTV) inspections and light cleaning of 8-inch to 12-inch diameter pipe, and up to 5,000 LF of light cleaning and CCTV inspection of 18-inch sewer line.

- Manhole inspections will be performed according to the National Association of Sewer Service Companies (NASSCO) manhole level 2 inspection standards.
- Pipe cleaning will be performed according to the NASSCO standards, including high pressure jetting and debris removal.
- CCTV tasks will be conducted using industry standard equipment to view defects, observations, and connections in the pipeline.
- Smoke testing will be performed using non-toxic smoke injected into the sewer by high-capacity blowers. Defects will be documented with a photograph, GPS coordinates, address, and the expected level of infiltration.
- A Geographic Information System (GIS) database which documents the SSES results will be created.
- Upon completion of the investigative work, a characterization report summarizing the results of the SSES work will be prepared. The report will include rehabilitation and/or replacement recommendations for defects found through the investigation work.
- Included in the SSES characterization report, an opinion of probable construction cost (OPCC) will be prepared for the defects identified during the course of the SSES work.
- A review meeting will be conducted with the Client to obtain comments on the SSES characterization report.
- Comments received in the review meeting will be incorporated into the report, and a final report will be provided to the Client.

**Deliverables:**

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

- SSES Inspection Reports and Videos
- SSES Characterization Report (PDF) with OPCC
- GIS database with SSES results

**Assumptions:**

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

- Heavy cleaning is not required. Heavy cleaning is considered to be pipe cleaning efforts requiring more than three passes with a nozzle to clean a pipeline or a tap needs to be cut.

- Disposal of waste materials collected will be provided by Client at no cost at the City wastewater treatment plant.
- Water for cleaning will be provided by Client at no cost. Client will provide meter, if required, for water obtained.
- Bypass pumping is not necessary.
- Limited traffic control will be provided where Barge's subcontractor is conducting SSES field work, but no traffic plans are included in the scope.
- The Client will provide access to manholes as needed to conduct the work.
- The Client will provide assistance in locating manholes that are buried or difficult to locate. Client will uncover buried manholes to allow for inspections.

### **III. Project Schedule**

The preliminary project duration to complete the SSES work and provide project deliverables is 5 months.

### **IV. Compensation**

Client agrees to pay Barge a Lump Sum Fee of \$208,000, 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.