

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

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

Project: Water and Wastewater Systems Asset Management Plans

Location: City of Mount Pleasant, TN

Description of Project:

The Client has been awarded an American Recovery Plan grant and is required to develop and submit an Asset Management Plan (AMP) to retain eligibility for the grant. The AMP will provide catalog and characterize the water and wastewater system components, provide planning support for future equipment replacement strategies and maintenance, and provide the platform for future development of work order tracking and maintenance records.

- 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.

City of Mount 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 Ave 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 Mount Pleasant (Client) for the Water and Wastewater Systems Asset Management Plan, 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 has been awarded an American Recovery Plan grant and is required to develop and submit an Asset Management Plan (AMP) to retain eligibility for the grant. The AMP will provide catalog and characterize the water and wastewater system components, provide planning support for future equipment replacement strategies and maintenance, and provide the platform for future development of work order tracking and maintenance records.

II. Scope of Services

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

Task 1 – Utility Assessment

Task 2 – Data Analysis

Task 3 – Asset Management Plan Development

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

Task 1 – Utility Assessment

This task will consist of preliminary discussions and coordination with the Client to prepare for and gather necessary system data. Barge will perform the following tasks:

- Prepare for and conduct an in-person workshop with the Public Works Director and staff to discuss project objectives and approach. During this meeting, Barge will review current maintenance strategies and review data filing systems with current information. Goals for the water and wastewater systems workshop include:
 - Client provide all Operations and Maintenance procedures and records.
 - Obtain current existing GIS data if not already received.
 - Review business processes and procedures.

- Review current business system and software
- Review Client personnel roles and responsibilities
- Discuss funding scenarios
- Provide technical memorandum summarizing a gap analysis with what the Client needs to meet the TDEC AMP requirements.

Deliverables:

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

- Asset Data Catalog (Digital Copy)
- Gap Analysis Technical Memorandum (pdf)

Assumptions:

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

- Client staff will be available to collaborate with Barge staff.
- Client will provide all GIS data, operations and maintenance (O&M) data, O&M procedures, and O&M records.

Task 2 – Data Analysis

This task will be used to ultimately generate the required tables and information required by TDEC guidance for AMPs. The work will include the following tasks:

- Evaluate state of the water and wastewater systems GIS data including attribution completeness, accuracy of inventory, and compare existing data with TDEC AMP requirements.
- Develop the TDEC template spreadsheets and populate the fields for each asset. Spreadsheets will be used as part of the overall plan and will be developed based on information gathered. Equipment replacement forecasting will be developed for assets and replacement values assigned as part of the spreadsheet development.
- Barge will utilize GIS software to update the system mapping established in Task 1 for updated inventory of the assets in the system.
- Barge will coordinate follow up meetings (up to 2 virtual meetings at one hour per meeting) to gather additional information.

Task 3 – Asset Management Plan Development

Barge will complete the following tasks:

- Barge will review the data to establish Level of Service (LOS), Maintenance Plans, Remaining Life Appraisals, and Replacement Plans. The plan will include, at a minimum:
 - LOS as identified by client.
 - Probability / likelihood of not meeting LOS Goals (Probability of Failure)
 - The consequence of not meeting LOS Goals (Consequence of Failure)
 - Maintenance plan establishment and sequencing priority
 - Replacement plan for end-of-life assets
- Barge will develop an implementation plan for the Client to maintain and use the AMP per TDEC Guidance. The plan will identify methods for the Client to implement asset management into day-to-day operations.
- Barge will prepare a final asset management plan with associated spreadsheet templates and supporting documentation. Barge will coordinate an on-site client workshop to review the final submittal. After incorporating final changes from the workshop, the plan will be compiled and submitted to TDEC for approval.
- Barge will address TDEC comments and prepare the final version of the AMP for submittal to the regulatory agency and Client.

Deliverables:

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

- Completed TDEC provided templates with Asset Registry
- Final Asset Management Plan (Digital Version, PDF/Excel/GIS files)

Assumptions:

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

- Barge will provide a response to one round of comments received by TDEC.
- Barge will align the Asset Management Plan with TDEC Requirements and the Client's utility scorecard.

III. Project Schedule

The preliminary project schedule is shown in the table below. Tasks below will be completed in sequence.

Tasks	Duration (Months)
1. Utility Assessment	2
2. Data Analysis	3
3. Asset Management Plan Development	2

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

Client agrees to pay Barge a Lump Sum Fee of **\$58,500** 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.