

Barge Design Solutions, Inc.

ADDITIONAL SERVICES ADDENDUM NUMBER 2

This addendum to the Professional Services Agreement dated September 11, 2018, between Town of Thompson's Station (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: Hill Property Wastewater Subsurface Dispersal System

Project Description: The Town of Thompson's Station (Town) desires to expand their wastewater disposal capacity by installing a subsurface dispersal system at the 'Hill' property which is adjacent to the Regional Wastewater Treatment Facility. The system would be fed by effluent from the Regional Wastewater Treatment Facility.

I. PROFESSIONAL SERVICES: Barge agrees to perform the following additional services under this Addendum:

See detailed description in Exhibit A.

II. COMPENSATION: The compensation to be paid to Barge for providing the requested additional services shall be:

Not to exceed fee of \$175,000.00. This amount is in addition to the not to exceed amount included in the Professional Services Agreement dated September 11, 2018 and Amendment 1.

Compensation for work performed under this addendum shall be paid in accordance with the Exhibit "B" of the Professional Services Agreement dated September 11, 2018.

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in Items III through XIV of the Professional Services Agreement dated September 11, 2018

Town of Thompson's Station		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Corey Napier	Printed Name:	
Title:	Mayor	Title:	
Address:	P. O. Box 100 Thompson's Station, TN 37179	Address:	615 Third Ave S Suite 700 Nashville, TN 37210

**EXHIBIT A to ADDENDUM NUMBER 2
SCOPE OF SERVICES**

**HILL PROPERTY WASTEWATER SUBSURFACE DISPERSAL SYSTEM
FOR
TOWN OF THOMPSON'S STATION, TN**

Project Description

The Town of Thompson's Station (Town) has plans to expand their wastewater disposal capacity by installing a subsurface dispersal system at the 'Hill' property which is adjacent to the Regional Wastewater Treatment Facility. The dispersal system would be fed by effluent from the Regional Wastewater Treatment Facility. The previously approved phases of the project included the soils analysis, design, and bid phase services. The next phase of services covered includes construction administration and a resident project representative during construction.

Scope of Services

Task 1: Construction administration. During the construction phase of the project, Barge will provide the following services.

- Conduct preconstruction kickoff meeting between Town staff, Contractor, and Barge staff.
- Make up to seven visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. Barge's employees shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall Barge have authority or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, codes or orders applicable to Contractor(s) furnishing and performing their work. Barge's effort will be directed toward providing assurance for the Client that the completed project will conform to the contract documents, but Barge can neither guarantee the performance of the construction contracts by Contractor(s) nor assume the responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the contract documents.
- During such visits and on the basis of on-site observations, Barge shall keep Client informed of the progress of the work, shall endeavor to guard Client against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the contract documents.
- Provide additional instructions to the Contractor as may be necessary to interpret and clarify the contract documents and prepare work directive changes and change orders as required.

- Review Contractor(s)' submittals, such as shop drawings, samples, and equipment data. Such reviews or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or safety precautions and programs incident thereto. It is assumed there will be approximately thirty-five submittals.
- Analyze and report on any special tests required by the contract documents.
- Act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. Barge shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- Review and monitor construction schedule of Contractor(s).
- Review Contractor(s) partial and final pay estimates and make recommendations to Client concerning payment to Contractor(s), including final determinations of quantities and classifications on unit price work.
- Assist in coordination of detailed instructions by the Contractor and manufacturer's representative to the Client's personnel in the proper operation and maintenance of any equipment furnished and installed for the project.
- Conduct site visit to determine if the project is substantially complete; to determine if the project has been completed in accordance with the contract documents; and if each Contractor has fulfilled all of its obligations there under so that Barge may approve, in writing, final payment to each Contractor. With input from Town staff, prepare and issue punchlist which is developed during the site visit.
- Provide one hard copy and one electronic copy of the site Plan of Operation and Management as required by TDEC criteria.
- Provide one complete set of record drawings to the Client following the completion of construction. Record drawings are drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Barge and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Barge and annotated by Contractor to show changes made during construction. The best available information from the construction records of the Contractor and Resident Project Representative will be utilized in preparing the record drawings.
- Conduct up to seven progress meetings with the Client and Contractor during the Construction Phase.
- Attend and provide an update on project progress at two BOMA meetings.
- Barge shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Barge's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work. Further description of the limitations of Barge's authority is in Article 9.09 of Section C-700, the General Conditions of the Construction Contract, for this project.

- Deliverables: Construction Progress meeting minutes; Dispersal Site Plan of Operation and Management; and record drawings

Task 2: Resident Project Representative. During the construction phase of the project, Barge will provide the following Resident Project Representative services.

- Provide periodic Resident Project Representative (not to exceed 650 hours of regular time during the project) for 47% of the original construction contract time. Additional time required beyond the stated allotment of 650 hours will require approval by Town Staff.
- The Resident Project Representative will promptly notify Town Staff upon identifying a part of the Contractor's performance which does not adhere to the contract documents.
- Barge does not guarantee the performance of the Contractor(s) by its employee's performance of such detailed onsite construction representation. Barge's undertaking hereunder shall not relieve the Contractor(s) of the obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make Barge an insurer of the Contractor(s)' performance, and shall not impose upon Barge any obligation to see that the works is performed in a safe manner.
- Barge shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Barge's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

Additional Services

If authorized by the Client, Barge shall furnish or obtain from others, the Additional Services of the types listed below. These additional/special services are not included as basic services outlined above in Scope of Services, and will be paid for by the Client as indicated in the Contract.

1. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.
2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
3. Services required as a result of Client's providing incomplete or incorrect Project information to Barge.
4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies,

reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

5. Providing Construction Phase and Resident Project Representation services beyond the Contract Times set forth in the Contract.
6. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
7. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
8. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
9. All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid as additional services.
10. Assistance with obtaining funding for the project including attending meetings, preparing engineering reports, financial analysis and other related requirements.
11. Assisting Client during post construction phase generally limited to the one-year warranty period following substantial completion of the project.
12. Preparation of operating, maintenance, and staffing manuals beyond those services identified in the Scope of Services above.