Town of Thompson's Station Board of Mayor and Aldermen Special Session Meeting Agenda July 23 2019

Meeting Called To Order

New Business:

1. Resolution 2019-017: A Resolution Of The Town Of Thompson's Station, Tennessee To Review, Approve And Award The Low Bid On The Hill Property Drip Field Project.

Documents:

ITEM 1 - RESOLUTION 2019-017 APPROVING THE HILL PROPERTY DRIP FIELD PROJECT NO. 2.PDF ITEM 1 - RECOMMENDATION OF AWARD.PDF ITEM 1 - MEMO FOR HILL PROPERTY DRIP FIELD PROJECT.PDF

2. Resolution 2019-018: Consideration Of A Resolution To Approve A Contract For Construction Oversight Of The Hill Property Waste Water Sub-Service Dispersal System Project In An Amount Not To Exceed \$175,000.00.

Documents:

ITEM 2 - RESOLUTION 2019-018 APPROVING ENGAGEMENT OF AN ENGINEERING FIRM FOR OVERSIGHT NO. 2.PDF ITEM 2 - BARGE ADDENDUM 2 HILL PROPERTY DRIP.PDF

Adjourn

This meeting will be held at 6:15 p.m. at Thompson's Station Community Center 1555 Thompson's Station Road West

RESOLUTION NO. 2019-017

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE APPROVING THE HILL PROPERTY DRIP FIELD PROJECT

WHEREAS, the Town of Thompson's Station desires to expand install a subsurface dispersal system (Drip Field Project) at the property acquired by the Town of Thompson's Station at the location of the Hill Property, which is adjacent to the Regional Wastewater Treatment Facility.

WHEREAS, the Town of Thompson's Station needs a professional installation contractor for the installation of the subsurface dispersal system (Drip Field Project); and

WHEREAS, the Town of Thompson's Station, relying on their consultants and the associated specifications as developed by and with Barge Designs Solutions, Inc. as to the design of the subsurface dispersal system (Drip Field Project) and Barge Designs Solutions, Inc. for assistance in the placement of the proposed project for bid as to the installation of the subsurface dispersal system (Drip Field Project), and having received competitive bids and recommendations by Barge Design Solutions, Inc.; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town of Thompson's Station to approve W & O Construction Co., Inc. and their bid of \$2,926,500.00 for the installation of the subsurface dispersal system (Drip Field Project) under the terms and condition as described, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the Town of Thompson's Station hereby approves W & O Construction Co., Inc. and their bid of \$2,926,500.00 for the complete installation of the subsurface dispersal system (Drip Field Project) at the location of the Hill Property under the terms and conditions described, and

That the bid of W & O Construction Co., Inc. in the amount of \$2,926,500.00, for the complete installation of the subsurface dispersal system (Drip Field Project) is hereby approved, and the Mayor is authorized to sign the contract or appropriate documents on behalf of the Town of Thompson's Station.

RESOLVED AND ADOPTED this _____ day of ______ 2019.

Corey Napier, Mayor

ATTEST:

Town Recorder APPROVED AS TO LEGALITY AND FORM:

Town Attorney



July 9, 2019

Mr. Corey Napier, Mayor Town of Thompson's Station, Tennessee 1550 Thompson's Station Road West Thompson's Station, Tennessee 37179

RE: Recommendation of Award Hill Property Wastewater Subsurface Dispersal System

Dear Mayor Napier:

As you are aware, bids were received on June 27, 2019 at 10 a.m. for the referenced project. W&O Construction Company was the apparent low bidder in the Base Bid amount of \$2,926,500. Below is a summary of the bids received and attached is a tabulation of the bids for your use.

Bid Summary

Bidder	Bas	se Bid Total	ditive ernate No.	Additive Alternate No. 2
W&O Construction Company,			 	
inc.	\$	2,926,500.00	\$ 60,000.00	\$ 120,000.00
Cumberland Valley				
Constructors, Inc.	\$	4,299,000.00	\$ 50,000.00	\$ 100,000.00
Garney Companies, Inc.	\$	5,493,300.00	\$ 55,000.00	\$ 105,000.00

We have completed our review of the bid documents and find them in order. The following items submitted with the bid were evaluated:

- Bid Form: The bid was submitted on the appropriate, completed bid form.
- **Bid Bond**: An appropriate bid bond in the amount equal to 5% of the bidder's price as required by the Bidding Documents.
- Addenda Acknowledgement: The receipt of the three addenda was appropriately acknowledged on the bid form.
- Additional Documentation Required by the Bidding Documents: The following forms which were required by the Bidding Documents were appropriately completed and submitted with the bid.
 - o Statement of Bidder's Qualifications
 - o Non-Collusion Affidavit of Prime Bidder
 - o Iran Divestment Act Compliance Certification
 - o Corporate Certification
 - o Contractor's License Certification
 - o Drug-Free Workplace Affidavit
 - o Attestation Regarding Personnel Used in Contract Performance



Mayor Corey Napier July 9, 2019 Page - 2

Barge Design Solutions, Inc. has worked with W&O Construction Company in the recent past and has found their work acceptable.

As a result of this investigation, we recommend W&O Construction Company as the successful, responsive and responsible low bidder for the project. After discussions with the Town about Bid Alternates No. 1 and No. 2, Barge does not recommend accepting either Alternate into the Contract.

If you concur with our recommendation, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

If you have any questions, please do not hesitate to call me.

Sincerely,

Barge Design Solutions, Inc.

Matthew Johnson, PE Project Manager

cc: Ken McLawhon, Town of Thompson's Station Clayton Foster, Barge Design Solutions, Inc.

Enclosure

Barge project #36724-01

Barge Design Solutions 615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210 (615) 254-1500

Hill Property Wastewater Subsurface Dispersal System Town of Thompson's Station BID DATE: June 11, 2019 FILE : 36724-01

BID TABULATION

					W & O Construction	nstruction		Cumberland Valley	id Valley		Garney Companies, Inc.	nies, Inc.
to to		Ċ			Company, Inc.	ny, Inc.		Constructors, Inc.	ors, Inc.			
₫ 	- r	uuanary Unit	- I.	5	1	¥		Unit Price	Amount	_	Unit Price	Amount
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	T		SJ		_		\$	148,370.00	\$ 148,370.00	ŝ	193,200.00 \$	193.200.00
m	T	10,000	Ľ	⇔		\$ 220,000.00	S (\$ 535,500.00	ω	+	760.000.00
4		10,600	LF	¢	18.00	\$ 190,800.00	\$ 0	35.36		63	+	625 400 00
n)	4-inch Diameter Force Main	1,200	Ч	\$	7.00	\$ 8,400.00	\$		\$ 32,760.00	60	+-	66.000.00
ဖ	Drip Irrigation Fields	1,030	1,000 SQ. FEET	÷	750.00	\$ 772,500.00	\$	1,302.00	\$ 1,341,060.00	ы	╉┉┉	1,205,100.00
r~	Zone Dosing Valve	45	EA	\$	4,000.00	\$ 180,000.00	67 (1)	4,830.00	\$ 217.350.00	\$	6.000.00	270,000,00
ŝ		45	EA		2,000.00	\$ 90,000,00		1		-	5.800.00 \$	261 000 00
თ	_	8	EA	с Ф	3,000.00	\$ 24,000.00		-		63	-	32,000,00
₽		11	EA	\$	2,600.00	\$ 28,600.00	t	÷		63		41,800,00
÷		-	۲S		-	\$ 50,000.00	\$	40,000.00		673	+	72.000.00
2		-	LS		11.000.00	\$ 11,000.00	643	21,000.00	\$ 21,000.00	63	⊢	21.000.00
۲ ۲	_		LS	\$ 1C	10,000.00	\$ 10,000.00	\$	26,250.00	\$ 26,250.00	67)	ŧ.	30.000.00
4	_	-	LS		9,000.00	\$ 9,000.00	ŝ	13,650.00	\$ 13,650.00	64	┢─	18,000.00
15	Railroad Crossing		LS		115,000.00	\$ 115,000.00	\$	54,600.00	\$ 54,600.00	¢		70,000,00
9		-	LS		-	\$ 180,000.00	1 \$	80,000.00	\$ 180,000.00	ŝ	456,700.00 \$	456.700.00
17	_	1	LS	\$ 190		\$ 190,000.00	\$	180,000.00	\$ 180,000.00	ω	501,300,00 \$	501 300 00
18		-	LS		30,000.00	\$ 30,000.00	ь	101.850.00	ľ	ω	+	60.000.00
1 9	- 1		LS		165,000.00	\$ 165,000.00	φ	215,000.00		67	+	205,300.00
20	1	, ,	EA	\$	1.000.00	\$ 1,000.00	8	1,575.00	\$ 1,575.00	\$	2.000.00 \$	2.000.00
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22	_	-	ĒA			\$ 1,200.00	8	1,260.00	\$ 1,260.00	\$	2,000.00 \$	2,000.00
ឌ	-	10	EA			\$ 25,000.00	\$	2,835.00	\$ 28;350.00	ŝ	-	28.000.00
24		-	۲S		_	\$ 44,000.00	ŝ	20,000.00	\$ 20,000.00	64	+	26,300,00
22	-	-	LS	\$ 240	240,000.00	\$ 240,000.00	\$	153,300.00	\$ 153,300.00	69	143,400,00 \$	143,400.00
26		1	LS L	с С	9,000.00	\$ 9,000.00	\$	15,750.00	\$ 15,750.00	67	30,000,00 \$	30,000.00
2			ALLOW	LOWANCE		\$ 15,000.00			\$ 15,000.00			15.000.00
8			ALLOW	LOWANCE		\$ 10,000.00			\$ 10,000,00		6	10.000.001
ล			ALLOW/	LOWANCE		\$ 50,000.00			\$ 50.000.00	G	e e e e e e e e e e e e e e e e e e e	50,000,00
ဗ္က	Utility Service		ALLOW	LOWANCE		\$ 25,000.00			\$ 25,000.00	Ô	en	25,000,00
2	TOTAL BASE BID (ITEMS 1 THROUGH 30 INCLUSIVE)					\$2,926,500.00	0		\$4,299,000.00			\$5,493,300.00
	Additive Alternate No. 1	۲,	-rs	S		60,000.00	\$		50,000.00			55,000,00
	Additive Alternate No. 2		LS	ŝ		120,000.00	_		100,000.00	\$		105.000.00

This is a true and exact tabulation of bids as received.

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Signature

118 325 License Number

Date Date

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Hill Property Wastewater Subsurface Dispersal System Town of Thompson's Station BID DATE: June 11, 2019 FILE : 36724-01

BID TABULATION

					W&OCo Comp			Cumberland Valley Constructors, Inc.				Garney Companies, Inc.			
ltem	Description	Quantity	Unit		Unit Price	T I	Amount	-	Unit Price	tor	Amount		Unit Price	···	Amount
	Site Mobilization	1	LS	\$	145,000.00	\$	145,000.00	\$	214,000.00	\$	214,000.00	\$	270,000,00	¢.	270,000.0
2	Modifications to Irrigation Pump Station	1	LS	\$	85,000.00		85,000.00	\$	148,370.00		148,370.00		193,200.00		193,200.0
3	10-inch Diameter Force Main	10,000	LF	\$	22.00	- m	220,000.00		53.55		535,500.00		76.00		760,000.0
4	6-Inch Diameter Force Main	10,600	LF	\$		\$		\$	35.36		374,816.00		59.00		625,400.0
5	4-inch Diameter Force Main	1,200	LF	\$	7.00	_		\$	27.30		32,760.00		55.00		66,000.0
	Drip Irrigation Fields	1,030	1,000 SQ. FEET	\$	750.00	\$		\$	1		1,341,060.00		1,170.00		1,205,100.0
	Zone Dosing Valve	45	EA	\$	4,000.00	\$	180,000.00	\$	4,830.00	ŝ	217,350.00	\$	6,000.00	\$	270,000.0
	Zone Return Valve	45	EA	\$	2,000.00	\$		\$	4,725.00	_		\$	5,800.00		261,000.0
	2-Inch Air/Vacuum Valve	8	EA	\$	3,000.00	\$		\$	5,933.00		47,464.00		4,000.00		32,000.0
	1-inch Air/Vacuum Valve	11	EA	\$	2,600.00	\$	28,600.00	\$	1,785.00			\$	3,800.00		41,800.0
	Irrigation Force Mains Interconnection	1	LS	\$	50,000.00	\$		\$	40,000.00			Ś	72,000.00		72,000.0
	Irrigation Force Main Piping Connection	1	LS	\$	11,000.00	\$		\$	21,000.00			\$	21,000.00		21,000.0
	Return Force Mains Connection	1	LS	\$	10,000.00	\$	10,000.00	\$	26,250.00			\$	30,000.00		30,000.0
	Force Main Connection to Manhole	1	LS	\$	9,000.00	\$	9,000.00		13,650.00		13,650.00		18,000.00		18,000.0
15	Railroad Crossing	1	LS	\$	115,000.00	\$		\$	54,600.00		54,600.00		70,000.00		70,000.0
16	Return Pump Station #1	1	LS	\$	180,000.00	\$		\$	180,000.00			\$	456,700,00		456,700.0
17	Return Pump Station #2	1	LS	\$	190,000.00	\$		\$	180,000.00		180,000.00		501,300.00		501,300.0
18 0	Creek Crossing	1	LS	\$	30,000.00	\$		\$	101,850,00		101,850.00		60,000.00		60,000.0
19 (Control System	1	LS	\$		\$		Ŝ	215,000.00		215,000.00		205,300.00		205,300.0
20	6-inch Gate Valve	1	EA	\$		\$		Š	1.575.00		1,575.00		2,000.00		2,000.0
21	10-Inch Gate Valve	1	EA	\$		\$	2,000.00	•	2.835.00		2;835.00		2,800.00		2,800.0
22	6-inch Butterfly Valve	1	EA	\$		\$		\$	1,260.00		1,260.00		2,000.00		2,000.0
23	10-inch Butterfly Valve	10	EA	\$		\$		\$	2,835.00		28,350.00		2,800.00		28,000.0
24	Flow Meter Vault	1	LS	\$	the second s	\$		\$	20,000.00			\$	26,300.00		26,300.0
	Gravel Access Road	1	LS	\$	240,000.00	\$		\$	153,300.00			\$	143,400.00		143,400.0
	French Drain	1	LS	\$	9,000.00	\$	9,000.00	Ś	15,750.00			\$	30,000.00		30,000.0
	Temporary Flushing Water Return		ALLOW	AN		\$	15,000.00			ŝ		Ψ	00,000,00	Ψ \$	15,000
	Construction Testing		ALLOW			\$	10,000.00			\$		-		\$	10,000
	CSX Flag Person and Inspector		ALLOW	AN	CE	\$	50,000.00			\$				\$	50,000
	Jtility Service		ALLOW	ANG)E	\$	25,000.00			\$				\$	25,000
OTA	L BASE BID (ITEMS 1 THROUGH 30 INCLUSIVE)					,	\$2,926,500,00			¥.,	\$4,299,000.00			÷	\$5,493,300

Additive Alternate No. 1	1	LS	\$ 60,000.00 \$ 50.000	.00 \$ 55,000,00
Additive Alternate No. 2	1	LS	\$ 120,000.00 \$ 100,000	

This is a true and exact tabulation of bids as received.

Signature

7 19 12 Date

111984 License Number

RESOLUTION NO. 2019-018

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE APPROVING ENGINEERING OVERSIGHT OF THE HILL PROPERTY DRIP FIELD PROJECT

WHEREAS, the Town of Thompson's Station desires to expand their wastewater disposal capacity by installing a subsurface dispersal system (Drip Field Project) at the property acquired by the Town of Thompson's Station at the location of the Hill Property, which is adjacent to the Regional Wastewater Treatment Facility.

WHEREAS, the Town of Thompson's Station has selected W & O Construction Co., Inc. for the purpose of the complete installation of the subsurface dispersal system (Drip Field Project) at the Hill Property location; and

WHEREAS, the Town of Thompson's Station, desires to have an engineering company during the construction and installation phase of the subsurface dispersal system (Drip Field Project) to provide complete oversight, quality control, pre-construction review and meetings, on-site observations during installations, update and reporting to the Town of Thompson's Station as to the status and progress, provide direction and instruction as to the installation contractor as to the design and site plan, review and monitor the installation schedule and to ensure compliance with the site plans and reporting to the Town of Thompson's Station and their staff on a regular basis as to the status of the installation of the subsurface dispersal system (Drip Field Project);

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town of Thompson's Station to approve a engineering firm for oversight of the Hill Property Drip Field Project in an amount up to \$175,000.00 for the complete monitoring and oversight of the installation of the subsurface dispersal system (Drip Field Project) by W & O Construction Co., Inc. under the terms and condition as described, and;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station as follows:

That the Town of Thompson's Station hereby approves the engagement and hiring of an engineering firm for an amount up to \$175,000.00 for the complete monitoring and oversight of the installation of the subsurface dispersal system (Drip Field Project) by W & O Construction Co., Inc. under the terms and condition as described, and;

That the Mayor is authorized to sign a contract or appropriate documents on behalf of the Town of Thompson's Station for that purpose.

RESOLVED AND ADOPTED this _____ day of ______ 2019.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

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.
Ву:		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.
- 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.