

AGREEMENT  
FOR  
CONSULTING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Connor Energy Holdings, LLC., (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to install a 30 kilowatt (kW) solar photovoltaic (PV) system located on top of the Norman Water Reclamation Facility (WRF) UV Filtration structure south of Bratcher-Miner Road, near 3500 Jenkins Ave, Norman, OK. This PROJECT will be identified as Water Reclamation Facility Solar PV Project and shall be as generally described in Attachment B.

WHEREAS, OWNER requires site design and Consultant services in connection with the PROJECT (the SERVICES); and,

WHEREAS, OWNER is committed to increasing the access and use of renewable energy, while making energy efficiency a priority throughout purchasing and construction processes while working with community and industry partners to move our community towards a 100% renewable future; and,

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be July \_\_\_\_, 2020.

**ARTICLE 2 - COMPLETION DATE**

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

**ARTICLE 3 - GOVERNING LAW**

The laws of the state of Oklahoma shall govern this AGREEMENT.

**ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

## ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS) and data generated by OWNER's water distribution system model. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with CONSULTANT or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. CONSULTANT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

## ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

## ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall

cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

## **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment B, Scope of Services.

## **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional Consultant. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

#### **ARTICLE 13 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

#### **ARTICLE 14 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 15 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: Michael Chapin, President  
Connor Energy Holdings, LLC.  
13590 Fallhaven Road  
San Diego, CA 92129  
858-337-4022  
Email: mchapin@connorenergy.com

OWNER: Chris Mattingly, P.E.  
Norman Utilities Authority  
201-C West Gray  
P.O. Box 370  
Norman OK 73070  
405-217-7778  
Email: Chris.mattingly@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

#### **ARTICLE 16 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 17 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

#### **ARTICLE 18 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule  
Attachment B - Scope of Services  
Attachment C - Compensation

#### **ARTICLE 19 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this \_\_\_\_\_ day of July 2020.

**CONNOR ENERGY HOLDINGS, LLC. – CONSULTANT**

ATTEST

By:  \_\_\_\_\_  
Title: MICHAEL CHAPIN \_\_\_\_\_  
President \_\_\_\_\_

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

ATTEST

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT A

### SCHEDULE

Water Reclamation Facility Solar PV Project:

CONSULTANT shall complete and submit 80% plans and specifications to the OWNER within 45 calendar days following receipt of Contract K-2021-23 from the OWNER.

CONSULTANT shall complete Final Design Services and submit final plans and specifications to the OWNER within 15 calendar days following receipt of comments from CONSULTANT shall provide Construction Services to the OWNER following the successful bidding and award of the PROJECT(s).

CONSULTANT shall submit as-built drawings to the OWNER within 30 calendar days after acceptance of construction Solar PV Project by OWNER.

Proposed milestones / timetable based on OWNER approval and execution of Agreement by July 15, 2020:

Start Date	Duration	Milestone
July 15, 2020	30-60 days	Design & Engineering (Permit Set Design/ Corrections/Site Discovery)
September 15, 2020	25 days	Procurement and Delivery of Solar Equipment
October 15, 2020	14 days	Commence and complete construction
November 2, 2020	7-13 days	System Testing and Commissioning
November 15, 2020		Project Completion

Failure of CONSULTANT to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

## ATTACHMENT B

### SCOPE OF SERVICES

#### CITY OF NORMAN WATER RECLAMATION FACILITY SOLAR PV PROJECT July, 2020

#### 1.0 BACKGROUND

This contract will cover the installation of a 30 kilowatt (kW) solar photovoltaic (PV) system located on top of the Norman Water Reclamation Facility (WRF) UV Filtration structure south of Bratcher-Miner Road, near 3500 Jenkins Ave, Norman, OK.

- Consult with City Utilities and Administrative staff to develop a Solar PV Project scope and develop a program to implement all necessary steps to install and complete the Solar PV Project; and
- Develop a workable timetable that includes procurement development, procurement issuance, response deadline, review timeline and program start date; and
- Assist the City staff in management of the complete Solar PV Project process – from implementation to installation; and
- Assist City staff in the procurement of qualified solar energy contractor to perform the required Consultant, contracting and installation of the proposed Solar PV system; and
- Develop energy savings report from the proposed Solar PV Project to City Utilities staff and Management for review.

The Water Reclamation Facility Solar PV Project scope of work is detailed below:

- CONSULTANT shall manage the contractors providing the labor, equipment, material, permits and services set forth in this Agreement to complete the design, engineering, construction, commissioning and interconnection for a solar photovoltaic system to be constructed at the OWNERS Site.
- The CONSULTANT work shall include coordination with the approved contractor to:
  1. Design and engineering per the Codes currently in force as of the Effective Date with the local Authority Having Jurisdiction (AHJ).
    - a. Site discovery
    - b. 50% design development drawings for Customer review
    - c. Construction drawings provided for Customer review and approval
    - d. Construction drawings to submit for permitting
    - e. Record drawings provided at the conclusion of the project
  2. Building and electrical permits and inspections required by the local AHJ for the construction of the PV system.



3. Interconnection application and approval by the local Utility. The permitting costs from the AHJ are not included.
  4. Procurement and delivery of the System materials to the job site.
  5. Installation of the System and connection to the Customer's electrical distribution system.
  6. Commissioning and testing per standard procedures.
- Prepare technical specifications to fully describe the intended work and convey the intent of the design. CONSULTANT may utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. For all items not adequately covered in the City Specifications, the CONSULTANT will provide supplemental specifications and drawings.

## **2.0 BASIC SERVICES**

Basic Services provided by the CONSULTANT will generally be covered under the following activities:

Activity A – Project Coordination,  
Activity B – Pipeline Design,  
Activity C – Bid Phase Services,  
Activity D – Construction Phase Services and  
Activity E - Consultant Allowances.

Specific tasks for each activity are identified in the following sections.

### **ACTIVITY A - PROJECT COORDINATION**

#### **Task 1 – Monthly Progress Meetings**

Monthly Progress Meetings - CONSULTANT will coordinate, prepare for, and conduct bi-monthly coordination meetings, or as coordinated with OWNER, to review progress with the OWNER and the consultants working on the design. Meetings will take place at the OWNER's office in Norman or through web / virtual communication.

- a. CONSULTANT will prepare an agenda for the meetings.
- b. CONSULTANT will moderate the meetings.
- c. CONSULTANT will prepare and distribute draft meeting agenda / minutes for review within 3 business days of the progress meeting. After receipt of comments, the meeting minutes will be finalized and distributed to the OWNER and sub-consultants for record purposes.
- d. Up to four (4) bi-monthly progress meetings will be held.

#### **Task 2 – Project Management**

Provide project management for Activities A, B, C, D and E. Project management will include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. CONSULTANT will coordinate design efforts on project tasks identified below.

- b. CONSULTANT as the prime design consultant will manage sub-consultant's field and design activities and coordinate those efforts with the OWNER.
- c. CONSULTANT shall prepare a brief project update and common monthly invoice for all detailed design phase services.

### **Deliverables**

- a. Draft and Final Meeting Notes for the progress meetings
- b. Monthly Invoices with Project Update
- c. Baseline Design Schedule

### **ACTIVITY B – SOLAR PV DESIGN**

#### **Task 1 – Quality Control Meetings**

- a. Participate in 80% and 100% design quality control review meetings with OWNER's personnel, as needed. The meetings will occur in concert with a monthly progress meeting.
- b. Provide a written record of OWNER comments and the CONSULTANT's responses.

#### **Task 2 – Specifications**

- a. Prepare specifications to fully describe the intended work and convey the intent of the design. CONSULTANT will utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible.
- b. Prepare specifications for the proposed work on a unit price basis. Specifications shall include a measurement and payment description. Each unit price bid item will be fully described in this section. Bid documents shall be prepared to allow differing construction techniques. The use of additive alternates shall be evaluated by the CONSULTANT and incorporated if feasible to provide flexibility in awarding portions of the work that are within the OWNER's budget.

### **Solar PV Project Deliverables**

- a. 50% design development drawings for Customer review
- b. Final 100% Design drawings provided for Customer review and approval
- b. Construction drawings to submit for permitting
- c. Building and electrical permits and inspections required by the local AHJ for the construction of the PV system.
- d. Interconnection application and approval by the local Utility.
- e. Procurement and delivery of the System materials to the job site.
- f. Installation of the System and connection to the Customer's electrical distribution system.
- g. Commissioning and testing per standard procedures.
- h. Final Energy savings calculations

### **ACTIVITY C – BID PHASE SERVICES**

#### **Task 1 – Pre-Bid Activities**

Assist the OWNER in the procurement of the project for competitive bids.

- a. Assist the OWNER in securing bids to complete Solar PV Project. The cost for any publications, or media advertisement, shall be paid by the OWNER.
- b. In conjunction with the OWNER, CONSULTANT will respond to questions raised by bidders in the procurement process.

#### **Task 2 – Post-Bid Activities**

- a. Assist the OWNER in the opening of bids for construction of project and recommend to the OWNER as to the proper action on all proposals received.
- b. Following the opening of bids the CONSULTANT shall conform the contract documents including all addendum changes. The following contract document sets shall be provided:
  1. Four sets of half size (11-in x 17-in) conformed plans.
  2. One set of full size (24-in x 36-in) conformed plans.
  3. Two conformed specification books for execution by the respective parties.
  4. Electronic (PDF OCR) files of the plans and specifications via ftp site or optical disc.
- c. Assist the OWNER in coordinating the execution of the conformed contract documents.
- d. Preparation of additional copies of the documents for the OWNER or other parties will be performed by the CONSULTANT as an ADDITIONAL SERVICE.

#### **ACTIVITY D – CONSTRUCTION PHASE SERVICES**

##### **Task 1 – Pre-Construction Conference**

- a. Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Provide availability for monthly progress meetings at City Hall with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

##### **Task 2 – Field Activities**

- a. Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on CONSULTANT for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the CONSULTANT will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- b. Make an average of one visit each month to the site for a 3 month period beginning with the date of execution of a construction contract by the OWNER to observe the progress and the quality of work and attend a construction progress meeting. The CONSULTANT shall become familiar with the progress and quality of the work completed and will determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations, the CONSULTANT shall exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or

deficiencies in the work of CONTRACTOR or any subcontractor. The OWNER's approval, acceptance, use of, or payment for all or any part of the CONSULTANT's services hereunder or the PROJECT itself shall in no way alter the CONSULTANT's obligations or the OWNER's rights hereunder.

- c. Meet and review construction progress with OWNER inspectors, or 3<sup>rd</sup> Party Inspection personnel under contract with the OWNER, during the monthly site visits.
- d. Site visits beyond those described in the paragraphs above by the Consultant to check quality or quantity of the work or material shall be considered an ADDITIONAL SERVICE.
- e. Conducting, with the OWNER's representative, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents.

### **Task 3 – Construction Documentation**

- a. OWNER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the CONSULTANT.
- b. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.
- c. Review, evaluate and prepare routine change orders as required.

### **Task 4 – Record Drawing Preparation**

- A. Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3<sup>rd</sup> Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a final set of these revised drawings to the OWNER as well as the drawings on an electronic thumb drive after completion of the project.

### **ACTIVITY E – CONSULTANT ALLOWANCES**

- a. The amount shown in Attachment C will not be exceeded without written OWNER approval.

### **3.0 ADDITIONAL SERVICES**

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- a. Other services not included in Basic that are approved by the OWNER.
- b. Modification of design criteria or significant design changes following review and comment on the 80% and 100% design document submittals.
- c. Providing additional copies of reports, plans, specifications, and contract documents beyond those specifically described in Basic and Special Services.

- d. Preparing environmental impact statements or environmental reports, except as specifically included in the Basic Consultant Services.
- e. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of Consultant data and reports for assistance to the OWNER.
- f. Payment of fees for permit applications and publication(s) of notices.
- g. Public relation activities.
- h. Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the CONSULTANT or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

**ATTACHMENT C**

COMPENSATION

The OWNER will compensate CONSULTANT on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

<b>DATE OF PAYMENT</b>	<b>AMOUNT</b>
Within 30 days of execution of Professional Services Agreement	\$15,000.00
Within 30 days of Project Completion or Permission to Operate ("PTO") issued	\$15,000.00
<b>Total Contract Amount:</b>	<b>\$30,000.00</b>

The CONSULTANT may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to CONSULTANT's interim statements.

No budgetary allowance has established for Additional Services. Additional services must be authorized by amendment of the agreement. Time and materials billing for CONSULTANT'S labor will be at the hourly rates provided at:

Labor Rates:

Administrator -- \$80.00/hr

Construction Manager -- \$120.00/hr

Site Superintendent - \$100.00/hr

Designer -- \$150.00/hr

Professional Engineer - \$190.00/hr

Project Manager -- \$170.00/hr

Senior Manager -- \$190.00/hr

Consulting Engineer – Actual rates and expenses plus 15%

Materials, Equipment Rentals and General Conditions: Reasonable actual rates plus 15%

Subcontractors: Reasonable actual rates plus 15%