

**AMENDMENT NO. 2
TO AGREEMENT
FOR
ENGINEERING SERVICES**

This Amendment No. 2 dated this _____ day of _____, 2015 is made a part of the Agreement dated January 28, 2014, between the Norman Utilities Authority (OWNER) and Alan Plummer Associates, Inc. (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 2 remain in effect and unchanged.

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

DATED this _____ day of _____, 20_____.

Alan Plummer Associates, Inc. - ENGINEER

ATTEST

By:

Stephen R. Martin

Title:

Principal, Conveyance Group

George Finkel

Project Manager

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

Construction Phase No. 1:

ENGINEER shall complete and submit 80% plans and specifications to the OWNER within 120 calendar days following receipt of Amendment No. 2 from the OWNER.

ENGINEER shall complete Final Design Services and submit final plans and specifications to the OWNER within 90 calendar days following receipt of comments from NUA.

ENGINEER shall provide Construction Services to the OWNER following the successful bidding and award of the PROJECT(s).

ENGINEER shall submit as-built drawings to the OWNER within 30 calendar days after acceptance of construction PROJECT(s) by OWNER.

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

Construction Phase No. 2:

ENGINEER shall complete and submit 80% plans and specifications to the OWNER within 180 calendar days following receipt of Amendment No. 2 from the OWNER.

ENGINEER shall complete Final Design Services and submit final plans and specifications to the OWNER within 90 calendar days following receipt of comments from NUA.

ENGINEER shall provide Construction Services to the OWNER following the successful bidding and award of the PROJECT(s).

ENGINEER shall submit as-built drawings to the OWNER within 30 calendar days after acceptance of construction PROJECT(s) by OWNER.

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

**ATTACHMENT B
CITY OF NORMAN
ROBINSON WATER LINE REPLACEMENT AMENDMENT #2 – SCOPE OF SERVICES
November, 2015**

1.0 BACKGROUND

This amendment to the Robinson Water Line Replacement (Project) extends the replacement of the existing 24-inch ductile iron waterline located along Robinson Street by adding two additional replacement sections (Section No. 1 and Section No. 2).

- Section No. 1 consists of approximately 1000 LF of additional 30-inch waterline on the north side of Robinson Street starting from 24th Street NW and extending to the east and approximately 1200 LF of 12-inch waterline on the south side of Robinson Street starting at 24th Street NW and extending to the east. Section No. 1 will be included in the bid package being produced under Construction Phase No. 1.
- Section No. 2 consists of replacing the existing 24-inch and 12-inch ductile iron waterlines located between Crossroads Blvd. and Brookhaven Blvd. on the south side of Robinson Street with approximately 2,000 LF of 30-inch PVC or HDPE waterline. Section No. 2 will be an additional bid package produced under Construction Phase No. 2.
- The above work will be performed under the existing Contract K-1314-110 for the Robinson Waterline Project. See Attachment C for the associated changes to the compensation and refer to Figure No. 1 on the following page.

Preliminary Design: A pipeline route analysis and recommendation published in Technical Memorandum No. 1 was included under the original contract.

Construction Phase No. 1: Amendment No. 1 included design and construction phase services for replacement of the 24-inch and 12-inch pipelines between 24th Street NW and approximately Crossroads Blvd to be constructed in the first phase and is amended herein to include the additional linear footage included in Section No. 1 described above.

Construction Phase No. 2: Amendment No. 2 will be the preparation of preliminary and final construction plans and specifications for Section No 2 as described above and detailed below. Amendment No. 2 will be constructed in the second phase.

- Development of 80% and 100% Final Design plans for the pipeline.
- Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER 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 ENGINEER will provide supplemental specifications and drawings.
- Calculation and presentation of an Opinion of Probable Construction Cost (OPCC) based upon the 80% quality control plans and specifications and Final Design plans and specifications presented.

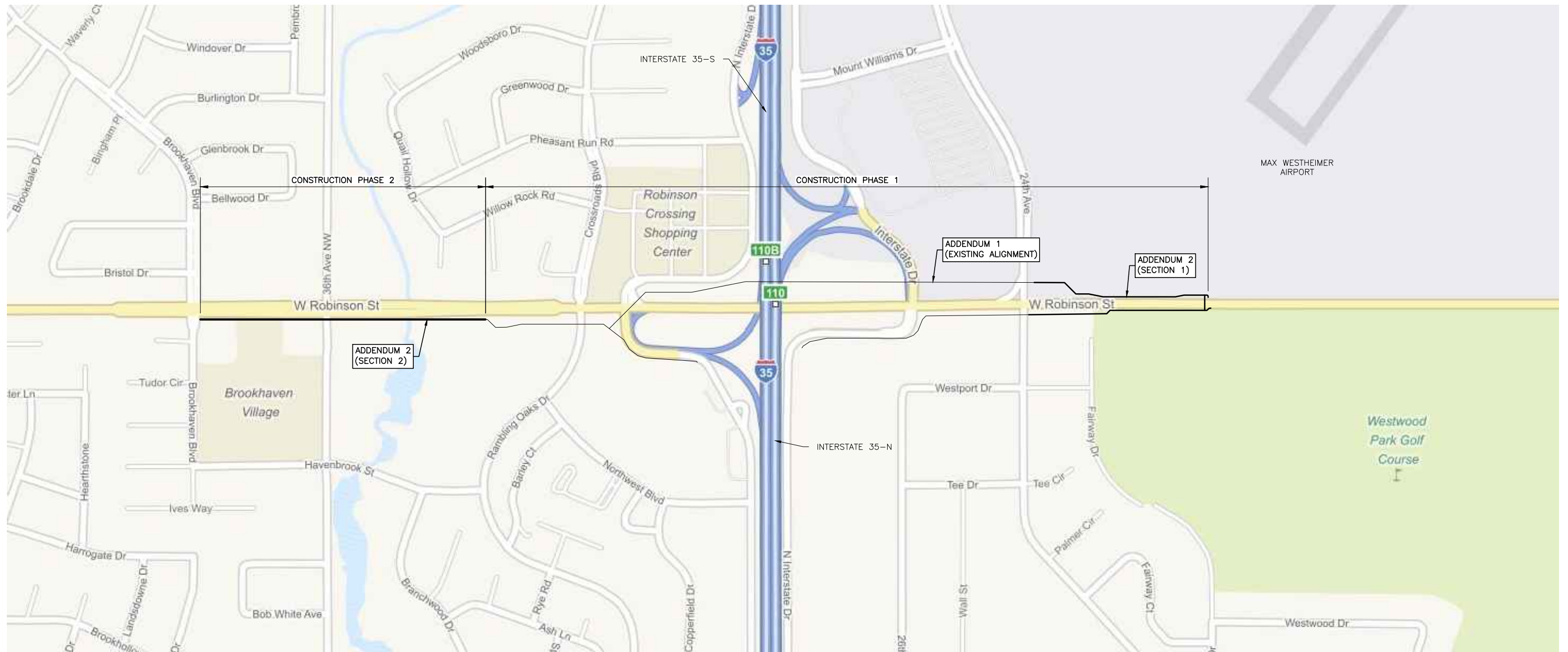


FIGURE 1

2.0 BASIC SERVICES

Basic Services provided by the ENGINEER 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 - Engineering Allowances. Specific tasks for each activity are identified in the following sections.

ACTIVITY A - PROJECT COORDINATION

Task 1 – Monthly Progress Meetings

Monthly Progress Meetings - ENGINEER will coordinate, prepare for, and conduct bi-monthly coordination meetings to review progress with the OWNER and the consultants working on the design. Meetings will take place at the OWNER's office in Norman.

- a. ENGINEER will prepare an agenda for the meetings.
- b. ENGINEER will moderate the meetings.
- c. ENGINEER will prepare and distribute draft meeting minutes for review within 5 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 three (3) 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. ENGINEER will coordinate design efforts on project tasks identified below.
- b. ENGINEER as the prime design consultant will manage sub-consultant's field and design activities and coordinate those efforts with the OWNER.
- c. ENGINEER 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 – PIPELINE DESIGN

Task 1 – Quality Control Meetings

- a. Participate in 80% and 100% design quality control review meetings with OWNER's personnel. The meetings will occur in concert with a monthly progress meeting. ENGINEER will furnish four sets of the draft plans, specifications and bidding documents to the OWNER for each meeting.
- b. In addition, furnish additional sets to all utility companies affected by the PROJECT. Schedule and attend conference(s) with all affected utility companies to verify horizontal and vertical locations of their existing facilities as required. Revise documents as necessary to reflect utility company and OWNER comments. Obtain written approval from all affected utility companies as to correctness of existing facilities and proposed relocations shown on the revised plans.
- c. Provide a written record of OWNER comments and the ENGINEER's responses.

Task 2 – Pipeline Detailed Design

- a. Right of Entry
 1. ENGINEER will provide land owner contact information to the OWNER's Land Department for those parcels impacted by the selected pipeline alignment. OWNER's Land Department will utilize the contact information and will be responsible for securing ROE so that ENGINEER can access the properties as needed to perform various engineering support tasks.
 2. OWNER will notify ENGINEER of those parcels that are non-responsive or have refused granting ROE within 15 days of sending notification letters.
- b. Plans

The ENGINEER will develop the plans as follows:

1. The ENGINEER will develop and submit core drawings to the OWNER for review in advancing the design. The OWNER will review and comment. ENGINEER will provide a written response to OWNER comments and will modify drawings incorporating required changes.
2. Perform design calculations; develop design drawings to 80% and 100%.
3. The ENGINEER will consult with the OWNER's Transportation and Public Works Department, Water Department, and other departments, public utilities, private utilities, ODOT, and other facilities that have an impact or influence on the project.
4. ENGINEER will require the Contractor to prepare the Storm Water Pollution Prevention Plan (SWPPP) required for the project for use by the CONTRACTOR during construction. CONTRACTOR will prepare standard details for proposed SWPPP improvements that the CONTRACTOR must use during construction. CONTRACTOR will be responsible for filing the SWPPP with appropriate regulatory agencies.
5. Prepare detailed plans for the replacement of the 24" and 12" waterlines. The construction plans at a minimum shall include:

- Plan and Profile sheets which show the following: proposed water plan/profile and recommended pipe size, fire hydrants, water service lines and meter boxes, valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view. Plans will reflect actual conditions to a distance of at least 25 feet on either side of the proposed water lines, excluding the width of Robinson Street.
- The ENGINEER shall make provisions for reconnecting all identifiable water service lines which connect directly to any main being replaced under this project, including replacement of existing service lines within OWNER right-of-way or utility easement. When the existing alignment of a water line or lateral is changed, provisions will be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.
- The ENGINEER will prepare standard and special detail sheets for water line installation or replacement that are not already included in the OWNER's standard details. Applicable OWNER's standard details will be included or modified as necessary and included in the detail sheets.

ENGINEER will ensure that the design complies with the most recent amendment of all applicable portions of Oklahoma Administrative Code including but not limited to OAC 252:626, Public Water Supply Construction Standards.

6. After completion of the 100% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements. ENGINEER will submit three (3) sets of half size plans and specifications to ODEQ for review. If necessary, incorporate modifications requested by permitting entities and obtain all required design approvals and permits. The OWNER will be responsible for fees associated with the permitting process. OWNER will ensure that all necessary ROW is obtained prior to award of any construction contract(s). Submit plans as required to all parties associated with PROJECT including OWNER, ODEQ and private utility companies. ENGINEER will provide a written response to OWNER comments and will modify documents incorporating required changes. ENGINEER will provide sealed construction contract documents to OWNER.

Task 3 – Specifications

- a. Prepare specifications to fully describe the intended work and convey the intent of the design. ENGINEER will utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. The ENGINEER will develop and submit core specifications to the OWNER for review in advancing the design. The OWNER will review and comment. ENGINEER will provide a written response to OWNER comments and will modify specifications incorporating required changes.
- 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 such open trench, boring and jacking, or directional boring. The use of additive alternates shall be evaluated by the ENGINEER and incorporated if feasible to provide flexibility in awarding portions of the work that are within the OWNER's budget.

Task 4 – Opinion of Probable Construction Cost (OPCC) Development

- a. ENGINEER will prepare an OPCC for review by the OWNER. This OPCC will be prepared and submitted with the 80% and 100% quality control review of the plans and specifications. The ENGINEER will update the OPCC for submittal with the final sealed plans and specifications.
- b. Preparation of additional construction packages, separate procurement packages or additional OPCC's if requested by the OWNER shall be provided as an ADDITIONAL SERVICE.
- c. The following documents will be provided by the ENGINEER after sealing the contract document sets:
 1. Four sets of half size (11-in x 17-in) plans and four specification books.
 2. Electronic (PDF OCR) files of plans and specifications via optical disc.

Deliverables

- a. Core drawings and specifications
- b. 80% quality control review plans and specifications
- b. 80% OPCC
- c. 100% quality control review plans and specifications
- d. 100% OPCC
- e. Engineering Design Report and required design calculations
- f. Final sealed plans and specifications
- g. Final OPCC

ACTIVITY C – BID PHASE SERVICES

Task 1 – Pre-Bid Activities

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

- a. Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will reproduce copies and distribute bidding documents. The ENGINEER will retain money received from the sale of bidding

documents. The price of bid documents shall be agreed to by the OWNER and ENGINEER prior to advertisement.

- b. Coordinate and conduct a pre-bid conference for the project for the Phase III bid package included in Basic Services.
- c. In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders.

Task 2 – Post-Bid Activities

- a. Assist the OWNER in the opening and tabulation 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 ENGINEER shall conform the contract documents including all addendum changes. The following the 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 ENGINEER 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. Attend 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 ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER 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 6-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 ENGINEER 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 ENGINEER 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 ENGINEER's services hereunder or the PROJECT itself shall in no way alter the ENGINEER's obligations or the OWNER's rights hereunder.

- c. Meet and review construction progress with OWNER inspectors, or 3rd 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 Engineer to check quality or quantity of the work or material shall be considered an ADDITIONAL SERVICE.
- e. Establish benchmarks and reference points for construction, one time only. Construction staking shall be considered an ADDITIONAL SERVICE.
- f. 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. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the CONTRACTOR is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- b. 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 ENGINEER.
- c. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.
- d. 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 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a set of reproducible mylars of these revised drawings to the OWNER.

ACTIVITY E – ENGINEERING ALLOWANCES

- a. Preliminary geotechnical analysis, surveying, utility location and traffic control design. The amount shown in Attachment C will not be exceeded without written OWNER approval.
- b. Geotechnical

1. Geotechnical investigation will occur on parcels where ROE has been obtained on the selected alignment for the water pipeline to supplement the geophysical survey. Soil borings will be advanced in selected locations based on recommendation by the ENGINEER. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. The borings will be left open for 24 hours and the water level recorded. Laboratory tests for each sample collected are anticipated to include:
 - Dry, saturated, buoyant and total unit weight
 - Cohesion
 - Particle size and gradation
 - Atterburg's limits
 - Unified Soil Classification
 - Internal soil friction angle
 - Void ratio
 - Elastic modulus
 - Resistivity
2. The geotechnical budget is based on 4 soil borings up to 60 feet total depth (TD) each. The borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subconsultant.

c. Topographic Survey

Based on successful ROE, survey scope of work will include the following tasks:

1. Utility coordination: Prior to commencing any topographic fieldwork, surveyor will coordinate with, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to OK Locate.
2. Right-of-Way and Property: Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
3. Survey will horizontally and vertically pick up surface features; drainage features; building locations; fences/retaining walls; tree lines; roadways; railways; and city, county and franchise utilities (as provided by OK Locate utility locate request) within the project area to the following limits:
 - Approximately 2,000 LF of alignment mapping for the water pipeline
 - Alignment swaths will be 50 feet wide centered on the centerline of the pipeline.
4. Methods and precision: All development must be tied to two of the OWNER's control points. The control point locations shall be supplied by the OWNER. Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey. Laser scanning methods will be used at state highway and railroad crossings for safety reasons. The permanent benchmark location and description used to extend level datum to the projects shall be noted on the plans.

5. A permanent benchmark shall be established on the project. This permanent benchmark will be a brass cap set in concrete in a location accepted by the City Engineer. The cap shall read "City of Norman Bench Mark" together with a letter and/or numerical designation assigned it by the City's Engineer office from the master file of bench marks maintained by the City's Engineer's office.
6. All survey data collected will also be submitted to the Engineer in GIS format per project spatial data management and procedures with appropriate ground to grid conversion.
7. The budget for survey established in this contract assumes full ground survey of the project limits. Billings will be based on actual work performed by the surveyor (whether ground survey, aerial survey or both).
8. Surveyor will prepare a metes and bounds description with accompanying exhibit for up to 8 parcels. Billing will be based on the actual number of exhibits prepared. Deliverables will include:
 - An electronic abstract report with supporting documents for the parent tract on each proposed instrument.
 - Metes and bounds description with accompanying exhibit.
 - One electronic executed PDF of the complete instrument for each parcel.
 - Five (5) original hard copies of the complete instrument for each parcel.
 - All easement corners and HPI's will be staked with ½ inch iron rods or appropriate materials after final executed documents are delivered.
 - All easement data will be submitted to the OWNER in GIS format per project spatial data management and procedures with appropriate ground to grid conversion.

Additional parcels above that stated will be provided under ADDITIONAL SERVICES.

9. Survey Records Research: Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
10. Easement Services: Surveyor will prepare a metes and bounds description with accompanying exhibit for up to 8 parcels. Billing will be based on the actual number of descriptions prepared. Deliverables will include:
 - An electronic abstract report with supporting documents for the parent tract on each proposed instrument.
 - Metes and bounds description with accompanying exhibit.
 - One electronic executed PDF of the complete instrument for each parcel.
 - Five (5) original hard copies of the complete instrument for each parcel.
 - The staking of easements will be provided as an additional service. If requested all easement corners and HPI's will be staked with ½ inch iron rods or appropriate material after final executed documents are delivered.

- All easement data will be submitted to the OWNER in GIS format per project spatial data management and procedures with appropriate ground to grid conversion.

Assumptions include:

- Abstracting services and title work for property, easement and ROW line workup of proposed easement parcels will be provided to the surveyor by the OWNER. Current platting and/or deed information available at the County will be used for all other project property, easement and ROW lines.

Additional parcels above that stated will be provided under ADDITIONAL SERVICES.

d. Traffic Engineering

1. Subconsultant will provide plans for traffic control along Robinson Street while waterline work is being done in close proximity to travel lanes of traffic. Subconsultant will anticipate lane closures at the following locations:
 - Eastbound Robinson Street between Brookhaven and Crossroads Blvds.
 - Eastbound Robinson Street east of 24 Ave. NW
2. Subconsultant will submit preliminary design plans for review within 60 days of receiving the necessary background files and survey data from the ENGINEER. This submittal will include core specifications and drawings identified by the ENGINEER.
3. Subconsultant will attend 80% and 100% quality control review sessions related to the traffic control design plans. Subconsultant will also attend monthly progress meetings on an "as needed" basis, but not to exceed three (3) meetings, when requested by the ENGINEER.
4. Subconsultant will respond in writing to all quality control comments related to the traffic control design plans. Response will be in a format provided to the Subconsultant by the ENGINEER.
5. Subconsultant will prepare an OPCC for the traffic control design to be included in the overall OPCC for review by the OWNER. This OPCC will be prepared and submitted with the 80% quality control review of the plans and specifications. The Subconsultant will update the OPCC for submittal with both the 90% quality control review set of plans and specifications and the final sealed plans and specifications.
6. Preparation of additional construction packages, separate procurement packages or additional OPCC's if requested by the OWNER shall be provided as an ADDITIONAL SERVICE.
7. The following documents will be provided by the Subconsultant after sealing the contract document sets:
 - One set of half size (11-in x 17-in) plans.
 - Electronic (PDF OCR) files of plans via optical disc.
8. Deliverables will include:
 - Core drawings and specifications

- 80% quality control review plans
- 80% OPCC
- 100% quality control review plans
- 100% OPCC
- Final sealed plans and specifications
- Final OPCC

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. Labor and Analytical costs associated with water quality sampling, not included in Basic or Special Services.
- d. Archeological investigations
- e. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- f. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- g. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- h. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
- i. 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 engineering data and reports for assistance to the OWNER.
- j. Payment of fees for permit applications and publication(s) of notices.
- k. Public relation activities and consulting services.
- l. Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the ENGINEER 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 ENGINEER 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:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
Phase I	ENGINEERING REPORT (Complete)			
A1	Project Management	\$4,400	\$0	\$4,400
A2	Design Coordination Kickoff and Progress Meetings	\$13,000	\$0	\$13,000
B1	Coordination with ODOT	\$5,700	\$0	\$5,700
B2	Draft TM Preparation	\$54,000	\$0	\$54,000
B3	Final TM Preparation	\$12,800	\$0	\$12,800
C	Engineering Allowances (Survey, Geotech, Traffic)	\$10,000	\$0	\$10,000
	Subtotal for Phase I	\$99,900	\$0	\$99,900
Construction Phase I	DETAILED DESIGN & CONSTRUCTION			
A	Project Coordination	\$31,100	\$0	\$31,100
B1	80% Pipeline Design	\$76,700	\$21,300	\$98,000
B2	Final Pipeline Design	\$30,400	\$4,600	\$35,000
C	Bid Phase Services	\$29,000	\$0	\$29,000
D	Construction Phase Services	\$60,500	\$0	\$60,500
E	Engineering Allowances (Survey, Geotech, Traffic)	\$65,400	\$7,600	\$73,000
F	Reimbursables	\$5,500	\$0	\$5,500
	Subtotal for Construction Phase I	\$298,600	\$33,500	\$332,100
Construction Phase II	DETAILED DESIGN & CONSTRUCTION			
A	Project Coordination	\$0	\$14,000	\$14,000
B1	80% Pipeline Design	\$0	\$38,000	\$38,000
B2	Final Pipeline Design	\$0	\$17,000	\$17,000
C	Bid Phase Services	\$0	\$19,000	\$19,000
D	Construction Phase Services	\$0	\$31,000	\$31,000
E	Engineering Allowances (Survey, Geotech, Traffic)	\$0	\$31,000	\$31,000
F	Reimbursables	\$0	\$3,000	\$3,000
	Subtotal for Construction Phase II	\$0	\$153,000	\$153,000
	Total Fee	\$398,500	\$186,500	\$585,000

The ENGINEER 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 ENGINEER'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 ENGINEER'S labor will be at the hourly rates provided below. ENGINEER's direct expenses, including subcontractor expenses, will include a multiplier of 1.10.