

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to construct the PROJECT consisting of drilling a horizontal water well with extended screen throughout the sand zone(s); and

WHEREAS, OWNER requires feasibility analysis, field assessment, preliminary design, design and engineering services in connection with the PROJECT (the SERVICES); and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER 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 ENGINEER

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER'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. ENGINEER 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 ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER 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 ENGINEER's SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER 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

ENGINEER 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 engineer under similar circumstances. ENGINEER 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 ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to 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 recoverable under applicable law) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the ENGINEER, 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 recoverable under applicable law) 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 ENGINEER 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 ENGINEER 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. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER 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 ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER'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.

ENGINEER 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 ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER 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 ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, 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 ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER 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, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER 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 ENGINEER 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 ENGINEER. ENGINEER 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 ENGINEER 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 ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER 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 ENGINEER 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:

ENGINEER: Michael J. Graves
Garver, LLC
1016 24th Avenue NW
Norman, OK 73069
405-329-2555
MJGraves@GarverUSA.com

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

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

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER 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 ENGINEER. 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 ENGINEER 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.

ARTICLE 20 - NO THIRD PARTY BENEFICARY

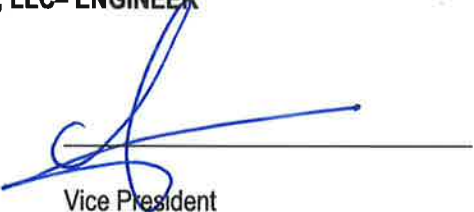
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

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

DATED this _____ day of _____, 20_____.

Garver, LLC— ENGINEER

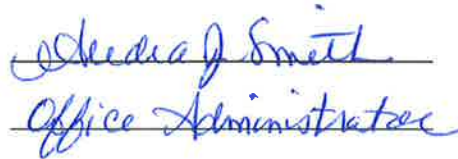
By:



Title:

Vice President

ATTEST



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

1. ENGINEER shall submit Phase I Technical Memorandum draft contract documents to the OWNER within 120 calendar days following receipt of notice to proceed,

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

ATTACHMENT B

SCOPE OF SERVICES

ENGINEER shall perform the following SERVICES under this AGREEMENT:

1. GENERAL

This project will consist of an analysis of the feasibility for installing horizontal wells in the Garber-Wellington (Central Oklahoma) aquifer for the purposes of public water supply. Results of the desktop feasibility analysis, field assessment, and recommendations will be summarized in technical memoranda.

2. PHASE 1 FEASIBILITY STUDY (Desktop Level Analysis)

- 2.a Well Location Study – ENGINEER will complete a study of OWNER's current well field and the Garber-Wellington aquifer to identify areas most suitable for horizontal well installation. This location study will be conducted within areal extents provided by the OWNER. ENGINEER will discuss horizontal well drilling with hydrogeologists, horizontal well drillers, and researchers to identify successful installations for similar applications and geologic settings. ENGINEER will review areal extents provided by the OWNER and provide recommendations for expanding or limiting the location study extent, if necessary. ENGINEER will utilize mapping of the Garber-Wellington aquifer completed by ACOG, as well as supplementary sources as necessary/available. Factors to be considered may include identification of prominent linear sand channels, thickness and depth of sand layers within the aquifer, known water quality impairments in production zones, suitability of sites available for drilling and wellhead completion, and proximity to existing infrastructure (e.g., distribution piping, electrical supply, etc.).
- 2.b Preliminary Yield Estimate – ENGINEER will estimate potential yield from a horizontal well for a range of screen lengths using appropriate equations as identified in the literature review. All assumptions necessary for development of these yield estimates will be documented.
- 2.c Well Completion Conceptual Design – ENGINEER will develop conceptual designs of the borehole based on potential horizontal well locations. The conceptual design will verify the drill entry method (vertical or angled) and the curvature required to reach the true vertical depth of the target production zone, as well as to estimate tensile and compressive forces experienced by the steel casing and pre-packed screens through the curved portion of the well. The maximum potential diameters of the casing and pre-packed screens, as well as the maximum size of the pump that can be set in the well, will be determined based on the well completion conceptual design.
- 2.d Wellhead Conceptual Design – ENGINEER will develop conceptual designs for the infrastructure required at the wellhead, based on the identified casing diameter and pump size. The wellhead designs will include considerations for pump motor voltage, pump control, water level monitoring, and pump maintenance, with specific focus on ease of setting and pulling the pump.
- 2.e Cost Analysis – ENGINEER will develop conceptual-level cost estimates for horizontal well drilling and completion in units of \$/gpm for comparison to costs of traditional vertical wells. Factors to be considered in the cost analysis are test hole drilling and geophysical investigations, drilling and installation of the horizontal well, comparisons of different potential wellhead design concepts, and connection to distribution system infrastructure (based on an assumed linear distance to the connection point).
- 2.f Risk Analysis – ENGINEER will assess the risks of a horizontal well drilling project and develop a summary list of pros/cons/unknowns associated with drilling and installation of a horizontal well. Factors to be considered

include borehole stability, ability to remove borehole cuttings, inability to stay in the productive zone, and failure of screens.

- 2.g Phase 1 Recommendation– Based on the items above, the ENGINEER will provide a recommendation regarding continuing with Phase 2 of the project, which includes siting, construction, and analysis of up to four (4) primary test holes. If a positive recommendation is given, proposed locations for test holes for Phase 2 will be included.
- 2.h Technical Memorandum (TM) – ENGINEER will summarize the approach, findings, and recommendations associated with Phase 1 tasks in the Horizontal Well Feasibility TM. ENGINEER will provide OWNER five (5) copies of TM.
- 2.i Extra Work - The following items are not included within the scope of this Agreement but such services are available from ENGINEER and will be considered as Extra Work:
- Submittals or deliverables in addition to those listed herein.
 - Field assessments.
 - Detailed hydraulic modeling with MODFLOW.
 - Development of a well-field scale hydraulic model.
 - Well-field scale surface geophysical survey to refine model development.
 - Field pump tests.
 - Drilling additional primary or secondary test holes.
 - Survey of any kind.
 - Material testing of any kind.
 - Test well construction and field verification of anticipated yield.
 - Design services of any kind.
 - Well construction of any kind.
 - Preparation of easement documents or land acquisition services.
 - Construction phase services of any kind.
 - Public Meetings
 - Regulatory Meetings

The scope for Extra Work may be authorized at a later time under a separate amendment.

3. OPTIONAL SERVICES (NOT INCLUDED WITHIN CURRENT AGREEMENT)

3.a. Phase 2 –Field Assessment

3.b. Test Hole Site Verification – ENGINEER will verify the suitability of proposed sites for field assessment. The proposed sites must be suitable for initial test hole drilling, geophysical investigations, and a secondary test hole for each site. In the event that one or more of the proposed sites is not viable for field investigations, the ENGINEER will recommend and evaluate alternative sites to achieve the target number (up to four (4)) of primary test hole locations.

3.c. Primary Test Hole Drilling and Geophysical Logging Surveys – ENGINEER's Subconsultant will drill one (1) test hole to a depth of up to 1,000 feet at each of the sites (up to four) selected by the OWNER. ENGINEER's Subconsultant will conduct geophysical logging on the test hole, including Gamma Ray, Spontaneous Potential, long normal resistance, short normal resistance, and single point resistance. Based on the results from this item, ENGINEER will make a recommendation on whether or not to continue with Items 3.d to 3.g associated with this site.

3.d. Groundwater Sample Collection and Water Quality Testing – In parallel with Item 3.c for each primary test hole, ENGINEER's Subconsultant will identify groundwater zones during drilling. ENGINEER's Subconsultant will isolate groundwater zones through the use of inflatable packers, and a water sample will be collected from each zone after stabilization. The water samples will be tested for multiple parameters, including pH, nitrates, arsenic, chromium, selenium, and uranium.

3.e. Identification of Target Zone – In parallel with Item 3.c each primary test hole, ENGINEER will determine the target zone based on data collected from the geophysical logging surveys, groundwater chemistry data, and evaluation of sample collected from the primary test hole boring.

3.f. Geophysical Investigations – For the first primary test hole, ENGINEER's Subconsultant may utilize geophysical investigation methods in an attempt to identify the characteristics of the target zone over a 200-foot horizontal distance in a radial pattern outward (in each of four (4) directions) from the primary test hole. The geophysical investigation method will be 2D seismic. If geophysical survey is run, ENGINEER will analyze the geophysical investigation results to determine the direction(s) in which the target zone stays the most consistent and maintains thickness for the longest horizontal distance, up to 200 feet. Based on results from the first primary and secondary test hole pair with regards to the effectiveness of the Geophysical Investigations to provide adequate data quality, the ENGINEER will make a recommendation on whether or not to complete the Geophysical Investigations at subsequent locations. In the event that the Geophysical Investigations do not provide adequate resolution and or quality, secondary test hole site selection will be based on analysis of the area's geology.

3.g. Secondary Test Hole Drilling, Geophysical Logging, and Water Quality Testing – For each primary test hole area, ENGINEER will select a location for drilling of one (1) secondary test hole at the site based on results of Task 3.f. The site of the secondary test hole will be based on results of Geophysical Investigations and/or analysis of geology of the site. The secondary test hole(s) will be drilled as close as possible to the estimated end of the horizontal run, up to 200 feet away from the original test hole (in up to four (4) directions). The

secondary test hole(s) will be logged and packer tested using the same methods as the primary test hole in order to verify the continuation of the target zone and water quality chemistry consistency.

- 3.h. Estimation of Well Production – ENGINEER will estimate production yield for a horizontal well at each site based on updated lithological and geophysical information for the site. Production yield estimates will be based on methodologies consistent with previous calculations, and yield estimates are subject to change after final well construction and use.
- 3.i. Cost Analysis Update – ENGINEER will update cost estimates specific to completing a horizontal well at each of the test hole location sites. Costs will be developed on a cost per 1,000 gallons basis.
- 3.j. Phase 2 Recommendation– Based on the Phase 2 items above, the ENGINEER will provide a recommendation regarding continuing with future Phases of the project. Phase 3 would include additional field data collection and detailed hydraulic modeling, and Phase 4 would include site selection and design of horizontal well(s). If a positive recommendation is given to proceed with Phase 4, the proposed location(s) for horizontal well(s) for Phase 4 will be included.
- 3.k. Technical Memorandum – ENGINEER will summarize the approach, findings, and recommendations associated with Phase 2 tasks in the Horizontal Well Field Assessment TM. ENGINEER will provide OWNER five (5) copies of TM.

4. OPTIONAL SERVICES (NOT INCLUDED WITHIN CURRENT AGREEMENT)

4.a Phase 3 – Detailed Hydraulic Modeling

5. OPTIONAL SERVICES (NOT INCLUDED WITHIN CURRENT AGREEMENT)

5.a Phase 4 – Contract Documents

- 5.b. Draft Contract Documents: Prepare detailed contract documents including construction drawings, specifications and bidding documents. The construction drawings shall, at a minimum, include plan and profile sheets for all proposed waterlines and standard detail sheets adequate to convey the intent of the design. The construction drawings shall show all property lines, proposed easements, existing recorded easements and all structures, utilities and other appurtenances that may be affected by the construction. Drawings will reflect actual conditions to a distance of at least 10 feet beyond the existing or proposed easement(s) for the waterline alignment.

Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER may also utilize City of Norman Standard Specifications and Construction Drawings (City Specifications). Prepare contract documents on a unit price basis. Supplemental specifications shall include a measurement and payment section in which each unit price bid item is fully described.

ENGINEER shall ensure that erosion prevention and stormwater runoff controls are included in the Contract Documents to prevent water quality degradation. ENGINEER will verify that the design complies with the most recent amendment of all applicable portions of Oklahoma Administrative Code.

Furnish 3 sets of the draft contract documents to the OWNER and 1 set 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.

5.c. Final Contract Documents: Incorporate modifications requested by the OWNER into the final contract documents including construction drawings, specifications, and bidding documents. Furnish 3 sets of the final contract documents to the OWNER. Prior to the advertisement for bids, provide additional contract documents and construction permit applications to appropriate Federal, State, and local agencies from which approval of the PROJECT must be obtained. Prepare engineering design report and necessary calculations to comply with ODEQ requirements. If necessary, incorporate modifications requested by permitting entities and obtain all required design approvals and permits prior to opening bids. The OWNER will be responsible for fees associated with the permitting process. Submit plans as required to all parties associated with PROJECT including OWNER, ODEQ, and private utility companies. ENGINEER shall make all OWNER requested changes to the final plans and re-submit to OWNER. All specifications used in this PROJECT will be submitted in a digital format acceptable to the OWNER.

5.d. Bidding Assistance: Prepare advertisement for bids and coordination publication of bidding notice with the OWNER. Distribute copies of the final contract documents to prospective bidders, material suppliers, and other interested parties. The OWNER will be responsible for advertisement costs.

Conduct pre-bid conference and, in conjunction with the OWNER, issue addenda in response to questions raised during the bidding process. Transmit addenda to all plan holders.

Conduct bid-opening proceedings, provide ENGINEER's estimate of probable construction cost and tabulate bid proposals. Analyze the bids received and the suitability of the low bidder to perform the work. Make written recommendation to OWNER for awarding construction contract(s).

6 OPTIONAL SERVICES (NOT INCLUDED WITHIN CURRENT AGREEMENT)

6.a Phase 5 – Construction Services

6.b. Construction Management and Submittals: Upon award of the contract(s), furnish three (3) sets of the drawings, specifications and contract documents to the OWNER and three (3) sets to the PROJECT contractor for execution. Provide construction specifications to OWNER on electronic media.

6.c. Record Drawings: Provide one (1) set of reproducible record (as-built) drawings on mylar, two (2) sets of prints as well as the drawings on electronic media after completion of the PROJECT. Such drawings will be based upon construction records provided by the PROJECT contractor during construction and reviewed by the resident inspector.

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 phase as defined in the Scope of Services:

Task Description	Lump Sum Amount
Cost for Scope of Services	
Phase 1 Total - Feasibility Study	\$ 74,800
Cost for Optional Services	
Phase 2 Total – Field Assessment	\$ TBD
Phase 3 Total – Detailed Hydraulic Modeling	\$ TBD
Phase 4 Total – Contract Documents	\$ TBD

The total compensation to the ENGINEER for the Phase 1 SERVICES identified in ATTACHMENT B shall be paid as a Lump Sum in the amount of \$74,800. Partial payments shall be made on the basis of an agreed upon percentage of completion. The compensation for future phases will be defined at a later date.

The OWNER will pay the ENGINEER on a monthly basis, based upon statement submitted by the ENGINEER to the OWNER for the scope of services described in this agreement. Payments not received within 60 days from date of invoice will be subject to a one percent monthly simple interest charge.

Any additional work beyond the scope of services defined in Attachment B, and authorized by the OWNER, shall be paid for in a subsequent amendment to this Agreement.