AGREEMENT

FOR

ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, the OWNER intends to conduct a 12-month sampling and testing program to better understand the concentrations of various contaminants of emerging concern (CECs) and their fate and transport throughout the liquid and solid phases as further described in Attachment B; and

WHEREAS, OWNER requires engineering services in connection with the PROJECT (the SERVICES); and

WHEREAS, ENGINEER is prepared to provide said SERVICES.

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), data generated by OWNER's water distribution system model and existing water quality data. 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 ENGINNER 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 ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, 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) 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 $1,000,000 per each occurrence and $2,000,000 aggregate.

9.3 Comprehensive automobile liability insurance with a minimum of $1,000,000 combined limit.

9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of $2,000,000 aggregate.

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 to the extent of the indemnities provided for in 8.2.

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 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 material 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 Nguyen, P.E.
Garver, LLC
750 SW 24th Street Suite 200
Oklahoma City, OK 73160
405-666-2827
MTNguyen@GarverUSA.com

OWNER: Peter Wolbach, Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-217-7778
peter.wolbach@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 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.

B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.

C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - 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 20 - 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.

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

DATED this _____ day of _____ 20_____.

Garver, LLC – ENGINEER

ATTEST

By: _____ _____

Title: Vice President _____ 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

Garver shall begin work under this Agreement within fourteen (14) days of a Notice to Proceed and shall complete the Work in accordance with the proposed (overall) Project schedule.

Project Description	Calendar Days
Kickoff Workshop	14 days from NTP
Draft Pilot Plan	45 days from NTP
Final Pilot Plan	15 days from Owner's comments from Draft Pilot Plan Workshop
Draft Sampling Plan	30 days from acceptance of Final Pilot Plan
Final Sampling Plan	15 days from Owner's comments from Draft Sampling Plan Workshop
Sampling Support	Owner Notification to Start 12- Month Pilot Draft
Study Report	45 days from receipt of laboratory results
Final Study Report	30 days from Owner's comments from Draft Study Report Workshop

ATTACHMENT B

SCOPE OF SERVICES

1.0 BACKGROUND

Norman Utilities Authority (Owner) operates a conventional activated sludge wastewater treatment facility, with anaerobic digestion of waste sludge from both primary and secondary clarifiers. The Norman Water Reclamation Facility's (WRF's) solids process train collects primary sludge from the Primary Clarifiers and waste activated sludge (WAS) from the Secondary Clarifiers. The primary sludge then gets thickened in the Primary Gravity Thickeners while the WAS is thickened with the WAS Thickening Centrifuges. Both thickened sludge are then combined in the Sludge Blending Tankbefore it is transferred to the Primary Digester, followed by Secondary Digestion. Digested biosolids are then dewatered using centrifuges, with the dewatered biosolids transported from the WRF for land application.

The Owner also operates a yard waste recycling program, with turned windrow composting. This Owner facility is located adjacent to the Norman WRF at 398 Bratcher Miner Road. The final compost is turned and watered to maintain optimum temperature and moisture in each pile, with the material in each pile consisting of leaves, grass clippings, and tree branches. The Owner has considered the benefits of co-composting (with mixed piles of dewatered, digested WRF biosolids and yard waste), including the production of Class A biosolids, but has not initiated a co-composting program. One aspect of the potential co-composting program that the Owner wants to evaluate further is the extent to which contaminants of emerging concern (CECs) are present in the biosolids and/or removed via the composting process.

Generally, the scope of services includes professional services related to a 12-month sampling and piloting campaign to determine the mass balance of various regulated and unregulated chemicals in the Norman WRF solids process train. The sampling campaign will focus on a select list of prioritized chemicals that have both been detected in Norman WRF liquids process train sampling (multiple campaigns between 2016 and 2022) and were identified in the United State Environmental Protection Agency's (USEPA) recent risk-based assessment of biosolids contamination (USEPA, 2023 – A Standardized Framework of Sewage Sludge Chemical Risk Assessment).

1.1 Assumptions

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below:

- The Owner will provide locations for the sampling and composting pilot.
- The Owner's existing land application site will provide soil and vegetation samples for the proposed pilot phase of the study.
- The Owner will construct appurtenances related to the pilot.
- The Owner will dipose material from pilot in accordance wih Local, State, and/or Federal regulations.

2.0 BASIC SERVICES

2.1 Project Administration

2.1.1 Garver will attend one in-person, kickoff meeting at Owner offices with up to three (3) Garver team members in person to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.

2.1.2 Garver will facilitate up to a maximum of two (2) coordination meetings with the Owner and other agencies as required, with up to three (3) Garver team members in person to review the project status, discuss interim findings, discuss technical aspects, obtain deliverable review comments, review upcoming activities,

and provide schedule updates. The meetings will be a hybrid of in-person and online attendees. Garver will prepare meeting agendas and meeting minutes to document the meetings.

2.1.3 Garver will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan to be executed at each milestone.

2.1.4 Garver will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

2.2 Pilot Plan

2.2.1 Garver will draft and deliver a Pilot Plan to compare up to four (4) solids-piloting beds, identified in Task 4. The Pilot Plan include solids-piloting bed drawings that will not be stamped/sealed, but will be exhibits that the Owner can use to self-perform the work. The drawings will show the set up to collect sheet flow from the application site and a perforated under-drain piping system will sit at the bottom of each bed to allow for collection of leachate during precipitation and simulated irrigation events. Collected leachate will flow to a central collection sump (one for each bed), where an ISCO-type, refrigerated auto sampler will collect samples on regular, timed intervals. The Final Pilot Plan will be created and submitted to DEQ.

2.2.2 Garver will conduct a Draft Pilot Plan Workshop with up to three (3) Garver team members in person at the Owner's office to present the design of the composting beds described in the draft plan and receive comments. Garver will summarize the meeting in minutes to be provided to the Owner.

2.2.3 Garver will update the Draft Pilot Plan based on comments provided by Owner. Garver will prepare a Final Pilot Plan in electronic format (PDF) and up to three (3) hard copies to submit to Owner.

2.2.4 The Owner will be responsible for the temporary construction of the proposed four (4) solids- piloting beds (including heavy equipment operation as necessary), as well as the operation of all Solids Train Process Equipment (for the duration of the Study). The Final Pilot Plan Documents deliverables will provide Owner staff with solids-pilot bed drawings for temporary construction and operational guidance. However, Owner staff will retain operational authority on all WRF Process equipment for the duration of the Study.

2.2.5 Garver will provide QA/QC according to the PMP.

2.3 Sampling Plan

2.3.1 Garver will draft and deliver a 12-month Sampling Plan. Samples will be taken from both the solids, including vegetation and liquids treatment trains throughout the plant and in the pilot to quantify contaminants of interest. Sampling sites will be presented in a P&ID style figure included in the Sampling Plan. From the sampling result, a mass balance will be developed. The following organic contaminants are proposed for the mass balance development:

- PFOA
- PFOS
- Total Organic Fluorine (TOF) includes long- and short-chain perfluorinated organic compounds
- DEET
- Ibuprofen
- Caffeine

- Acetaminophen
- Sulfamethoxazole
- Gemfibrozil
- Diclofenac
- Atenolol
- Ketoprofen
- Sulfadimethoxine
- Penicilin V

In addition to the organic compounds listed above, other constituents including microplastics and toxic metals, are of interest and will be analyzed for (in the proposed sampling campaign):

- Microplastics
- Nickel
- Arsenic
- Fluoride
- Strontium
- Iron
- Manganese
- Phosphorus
- Nitrate
- Nitrite
- Total Nitrogen

These lists of compounds of interest are not exhaustive, and additional analyses are expected during the Study. Sample collection will occur at the Norman WRF. The collected samples will be preserved and shipped within the allowable method hold times, applying method-approved techniques.

2.3.2 Garver will be responsible for the scheduling and coordination of sample collection. Garver will contract with qualified third-party analytical service, Garver's subconsultant laboratories, to determine analyte concentrations in the collected samples.

2.3.3 Garver will coordinate the delivery of samples and the schedule for sample analysis with subconsultant. It is anticipated that each sample collected from the Study will be a mixture of solids and wastewater. The extraction techniques to be applied at subconsultant lab will recover the analyte from both phases using approved methods from the USEPA or othersources (e.g. Standard Methods for the Examination of Water and Wastewater from the American Public Health Association). The recovered concentrations of each analyte will represent a total sample (solids and aqueous phase) concentration. Alternatively, the entire sample may require chemical digestion to recover a specific analyte (e.g. total Mn).

2.3.4 Garver will conduct a Draft Sampling Plan Workshop with up to three (3) Garver team members in person at the Owner's office to discuss the various aspects of the draft plan and receive comments. Garver will summarize the meeting in minutes to be provided to the Owner.

2.3.5 Garver will update the Draft Sampling Plan based on comments provided by Owner. Garver will prepare a Final Sampling Plan in electronic format (PDF) and up to three (3) hard copies to submit to Owner.

2.3.6 Garver will provide QA/QC according to the PMP.

2.4 Pilot and Sampling Plan Execution

2.4.1 Garver will collect up to 180 samples throughout the Study up to 4 visits per week in accordance with the Sampling Plan.

2.4.2 Owner will apply solids on beds in accordance to the Pilot Plan. To assess the impact of biosolids treatment on the release of the constituents of interest during simulated land application, raised beds will be constructed at the test site. Each bed will have at least one (1)
foot of soil and aggregate support media. The following beds are propoconstruction for this Pilot Plan

a. Bed 1 – No Biosolids (Control)
b. Bed 2 – City Yard-Waste Compost
c. Bed 3 – Centrifuged Biosolids from the WRF (Class B)
d. Bed 4 – Composted Biosolids from the WRF mixed with Yard Waste (Class A)

2.4.3 Garver will coordinate scheduling, sampling, and delivery of all samples to the subconsultant. Sampling will assist in characterizing the "loadings" of contaminants (concentrations) in each solids piloting bed. Calculated recovery efficiencies will be documented over the course of the Study, as well as the limits of detection for each analyte. Planned analysis for organics will utilize either liquid or gas chromatography for separation and detection. Planned analysis for metals and inorganics will utilize the best available technology for the standard or USEPA- approved methodology.

2.4.4 Owner will be responsible for decommission of the pilot. All organic material shall be disposed of in an approved landfill following the necessary USEPA requirements for disposal.

2.4.5 Garver will compile a Draft Study Report to provide a summary of findings of both the WRF Sampling and the Land Application Pilot. The Draft Study Report will include recommendations based on the findings of the Study on solids handling as appropriate. The Draft Study Report will include the analysis of the samples analyzed by subconsultant. The Draft Study Report will include the following sections:

- Study Objectives/Purpose
- Background
- Methodology
- Results
- Conclusion/Recommendations

Recommendations will consider only observations made during the Study, for scoped testing conditions, and will not include considerations for new treatment technologies or techniques, other than what the WRF already has, for biosolids treatment/handling.

2.4.6 Garver will conduct a Draft Study Report Workshop with up to three (3) Garver team members in person at the Owner's office to present the Draft Study Report. Garver will summarize the meeting in minutes to be provided to the Owner.

2.4.7 Garver will update the Draft Study Report based on comments provided by the Owner. Garver will prepare a Final Study Report in electronic format (PDF) and up to three (3) hard copies to submit to Owner.

2.4.8 Garver will provide QA/QC according to the PMP.

3.0 PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Electronic copies (.pdf) of the Draft and Final Pilot Plan.
B. Up to three (3) bound hard copies of the Final Pilot Plan.
C. Electronic copies (.pdf) of the Draft and Final Sampling Plan.
D. Up to three (3) bound hard copies of the Final Sampling Plan.
E. Electronic copies (.pdf) of the Draft and Final Study Report.
F. Up to three (3) bound hard copies of the Final Study Report.
G. Electronic copies and One hard copy Raw Sampling Results

4.0 ADDTIONAL WORK

The following items are not included under this agreement but will be considered as extra work:

A. Submittals or deliverables in addition to those listed herein.
B. Design services, including professionally stamped conceptual, preliminary and final design.
C. Surveying services.
D. Geotechnical services.
E. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
F. Bidding and Construction services.
G. Construction and deconstruction of the composting beds.
H. Collection of land application site soils.
I. Regulatory Sampling.
J. NPDES permitting or reporting.

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	Lump Sum Amount
2.1	Project Administration	$45,494
2.2	Pilot Plan	$104,954
2.3	Sampling Plan	$112,778
2.4	Pilot and Sampling Plan Execution	$467,117
Total		**$730,343**

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.