#### AGREEMENT

#### FOR

## PROFESSIONAL SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Duke's Root Control, Inc., (CONSULTANT);

#### WITNESSETH

WHEREAS, OWNER intends to assess the condition of approximately 43,000 LF of gravity flow sewer main and 205 manholes in the Ashton Grove Lift Station Basin that are in need of rehabilitation and maintenance with an optional 11,000 LF of Smoke Testing follow-up inspections. This PROJECT will be identified as the Ashton Grove Lift Station Basin Line Study.

WHEREAS, OWNER requires professional services for flow tracking, pipeline inspection, and manhole inspection in connection with the PROJECT; and,

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

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

#### 1.1 ARTICLE 1 - EFFECTIVE DATE

The effective date of this AC	GREEMENT shall be	3
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## **ARTICLE 2 - COMPLETION DATE**

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

#### **ARTICLE 3 - GOVERNING LAW**

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

## ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT

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

#### **ARTICLE 5 - COMPENSATION**

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

#### **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES.
- 6.3. <u>Timely Review:</u> OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. <u>Meetings:</u> OWNER will participate in monthly progress meetings or other meetings with CONSULTANT or contractor(s) defined in Scope of Services.

- 6.5. <u>Advertisements, Permits, and Access:</u> Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT'S SERVICES or PROJECT construction.
- 6.6. <u>Hazardous Substances</u>: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. CONSULTANT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

## 1.1.1.1.1 ARTICLE 7 - STANDARD OF CARE

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

#### 1.1.1.1.2 ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 <u>General.</u> Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- Indemnification and Liability. The ENGINNER agrees to defend, indemnify, and hold harmless the OWNER, 8.2 its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, 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 CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 <u>Employee Claims</u>. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 <u>Consequential Damages</u>. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 <u>Survival</u>. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

#### **ARTICLE 9 - INSURANCE**

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

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$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.

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

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

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

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

## ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

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

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

## **ARTICLE 13 - TERMINATION**

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

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule

acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

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

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

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

## **ARTICLE 15 - COMMUNICATIONS**

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

CONSULTANT: Brian Conroy

Duke's Root Control Inc., 400 Airport rd., Suite E Elgin, IL 60123 214-280-4147 Brian@dukes.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 CONSULTANT and OWNER.

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

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

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

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

## **ARTICLE 18 - NON-DISCRIMINATION**

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

- A. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The CONSULTANT 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 CONSULTANT.
- C. The CONSULTANT 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 CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule
Attachment B - Scope of Services
Attachment C - Compensation
Exhibit 1 - Project Location Map

## **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

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

IN WITNESS WHEREOF, OWNER and CONSULTANT have	e executed this AGREEMENT.
DATED this day of	20
Duke's Root Control Inc., - CONSULTANT  By:   Title:   CEDA President	We of France
1.2 Norman Utilities Authority- OWNER  APPROVED as to form and legality this day of	april , 2024.
	Clis abety bliddles City Attorney
APPROVED by the Trustees of the Norman Utilities Authority 20	y this day of
	ATTEST
By:	·
Title:	

## ATTACHMENT A

## **SCHEDULE**

The schedule below reflects conducting the Flow Tracking Study during the wet portion of Oklahoma's annual climate cycle. It is understood that the flow tracking study may begin  $\pm$  10 days from the starting date listed below, however the contract execution dates may be considered firm.

#### **APRIL 2024**

- 1. Execute contract (April 9 or 23)
- 2. Mobilization and Microtracker Install following notice to proceed

#### **MAY 2024**

- 3. Begin Flow Tracking Study by May 1, 2024
- 4. Begin Acoustic Pipeline and Manhole Inspections

#### **JUNE 2024**

- 5. Assess need for continuation of Flow Tracking Study
  - a. If more wet weather data necessary, new study conclusion date would be 90-days from the study's start date.
  - b. If no additional data is needed, flow tracking study would conclude 60-days from start of the study.
- 6. Continue Acoustic Pipeline and Manhole Inspections

## **JULY 2024**

- 7. If 30-day study period extension is necessary, conclude Flow Tracking Study following 90-day period.
- 8. Conduct optional smoke testing, if requested by OWNER.

## **AUGUST TO OCTOBER 2024**

- 9. Conclude Acoustic Pipeline and Manhole Inspections
- 10. Furnish findings from inspections

# ATTACHMENT B SCOPE OF SERVICES

#### 1.0 BACKGROUND

Norman Utilities Authority (OWNER) requires an assessment of the condition of the sewer lines and manholes within the Ashton Grove Lift Station Basin displayed in Exhibit 1. This area of the city contains vitrified clay sewer lines that are need of replacement. The purpose of this assessment is to identify areas in the Ashton Grove Lift Station Basin that are in critical need of line replacement and maintenance. The assessment includes flow tracking, sewerline inspection, and manhole inspection. Under this contract, the PROJECT will consist of the following assessment services using the technologies listed:

- Sanitary Sewer Investigation Services
  - Flow Tracking
    - iTracking Microdetection infiltration and inflow (I&I) meter
  - Acoustic Pipeline Inspection
    - SL RAT Sewer line rapid assessment tool
  - Manhole Inspections
    - Rinno Camera digital 360° manhole inspections
  - Smoke Testing (Optional)

#### 2.0 BASIC SERVICES

Basic Services provided by the CONSULTANT will generally be covered under one main activity: Sanitary Sewer Investigation Services. Specific tasks for this activity are identified in the following sections.

## 2.1 SANITARY SEWER INVESTIGATION SERVICES

#### 2.1.1 Flow Tracking

Flow tracking to be performed using CONSULTANT's iTracking microdetection I&I meter. This method of I&I assessment is to be performed across 43,000 linear feet of sewer line shown in Exhibit 1. iTracker placement location to be based on flow data obtained from maps, GIS files, or other OWNER provided data. Within this task, the responsibilities of the CONSULTANT are bulleted below.

- Provide all necessary crew and equipment to complete the iTracking assessment
- Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures
- Provide traffic control to ensure safe installation of units.
- Require and enforce that all staff wear appropriate personal protective equipment (PPE) including, but not limited to high visibility vests.
- Ensure all vehicles involved with the assessment are properly marked and have adequate safety lighting.

- Maintain iTracker units by replacing batteries or units as required.
- After 60 days installed, CONSULTANT will remove and upload data from iTracker units. If there is no qualifying rain event (defined as a single day rain event with 1" or greater of precipitation), then CONSULTANT will extend the study period an additional 30 days for a maximum study period of 90 days. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of CONSULTANT's digital rain gauge deployed in the center of the study area. Multiple rain gauges may be deployed at the discretion of CONSULTANT if CONSULTANT finds it to be beneficial to the study data. Final determination of rain data will be at OWNER'S discretion if more than one rain source is used.
- Review, analyze and report data from the iTracker test period per the sample deliverables displayed in Exhibit
   2 Proposal with Sample Deliverables
- Review all data with OWNER on a monthly basis (or otherwise agreed time period based on substantial rain
  events referenced above) and again at the end of the study period to identify areas of the system prone to
  elevated levels of inflow or infiltration during and after rain events.
- Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

## 2.1.2 Acoustic Pipeline Inspection

Acoustic pipeline inspection to be performed using CONSULTANT's sewer line rapid assessment tool (SL RAT). This method pipeline inspection is to be performed across 43,000 linear feet of sewer line shown in Exhibit 1. Line segments will be assessed by accessing manholes and installing a transmitter and receiver between each pipeline segment that is accessible. Any lines greater than 15 inches will automatically be excluded due to the maximum pipe size eligible for collection with the SL RAT unit. Within this task, the responsibilities of the CONSULTANT are bulleted below.

- Provide all necessary crew and equipment to complete the task.
- Ensure that all of CONSULTANT's staff wear proper identification and PPE, including but not limited to high visibility vests.
- Ensure that all vehicles are properly marked and have adequate safety lighting.
- Make every reasonable effort to access each manhole to complete the field survey.
- Notify OWNER if any areas within the project area shown in Exhibit 1 is excluded from this task.
- Collect the resulting SL RAT score of pipe segments and record it into CONSULTANT's GIS tool.
- Upload the resulting data from this task to CONSULTANT's server and audit the data for errors. Any errors
  recorded will be communicated to CONSULTANT's field staff by CONSULTANT so the field staff may retest
  the line segment.
- Provide the resulting data from this task to OWNER in .CSV and .SHP file types.
- Provide an executive summary report identifying all line segments and their corresponding scores.

- Update GIS client portal system in real time to display completed, surcharged, or missing structures.
- Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

## 2.1.3 Manhole Inspections

Manhole inspections are to be performed by CONSULTANT and will meet the criteria for the National Association of Sewer Service Companies (NASSCO) full Level 2 manhole assessment certification program (MACP). Level 2 MACP inspections include the items listed below:

- Digital scanning camera equipment to perform remote entry observations
- Remote entry observations including all Level 1 MACP fields, as well as the items listed below
  - o cover dimensions (diameter, surface bearing, condition, lid type)
  - o frame dimensions (all measurements, condition, inflow)
  - o cover insert (yes/no, condition)
  - o frame adjustment rings (yes/no, height, and condition)
  - o chimney (yes/no, material, condition, depth)
  - o cone (yes/no, type, material, condition, depth)
  - o wall/barrel (type, material, conditions, depth)
  - o bench (yes/no, type, material, condition, lining)
  - o channel/invert (yes/no, type, material, condition, lining)
  - o pipe (all rim to invert dimensions for each pipe, pipe size/shape, condition, and material).

During the course of manhole inspections, CONSULTANT will make every reasonable effort to access each manhole, and complete field televising using a digital manhole camera system (360 degree) at all times possible. If access with the camera system will not be possible due to terrain, resident access issues or location, crews will use a digital pole camera to obtain video files. Under these circumstances, CONSULTANT will verify all field measurements with survey stick, pipe diameter verification tool and tap measure.

CONSULTANT will provide all inspection data in Access (NASSCO export DB) and .CSV / Excel format. CONSULTANT will provide all digital scan files (.IPF / MP4 file extensions as applicable) outputs as well as the free, required, view software to view the IPF files. CONSULTANT will provide all resulting PDF reports including appropriate attribute information collected per level of inspection detailed below. CONSULTANT will provide access to these files via FTP or web link and provide them via USB external hard drive when requested.

In addition to meeting the criteria for NASSCO full Level 2 MACP, CONSULTANT will also be responsible for the following during manhole inspections:

- CONSULTANT will provide all equipment and personnel required to complete inspections, including at least
   (1) NASSCO certified inspector onsite during inspections per camera truck
- Ensure that all of CONSULTANT's staff wear proper identification and PPE, including but not limited to high visibility vests.
- CONSULTANT and CONSULTANT staff will act in a polite, professional manner at all times.

 Report any severe observations to the individual listed under OWNER in Article 15 of this Professional Service Agreement.

#### 3.0 ADDITIONAL SERVICES

During the course of this project it is expected for the elements being inspected to require repair. Under this Professional Services Agreement only the inspection and reporting tasks are included in the base price listed in Attachment C. CONSULTANT does offer the following optional services listed below for additional cost. These would be considered additional services and are not including in the base price for services rendered.

- Optional Smoke Testing
  - Once the study period has concluded, OWNER may request additional smoke testing to be performed by CONSULTANT in the project area. This smoke testing is considered an additional service and the fee for this additional service is not included in the base fee of this Professional Services Agreement.
- Repair Recommendations
  - ONSULTANT. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program.
- GPS Coordinate / Geodatabase Deliverable
  - o If requested by OWNER, CONSULTANT to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. CONSULTANT will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).
- Integration into Client Asset Management or Work Order System
  - o If requested by OWNER and CONSULTANT is available, CONSULTANT to work with utility to define repair types and populate those into client's work order management system.

## ATTACHMENT C

## COMPENSATION

(See Attached Investment Proposal)

## Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	UM	QTY	Subtotal
Duke's Triage Program: Ashton Grove Lift Station Basin  Sanitary Sewer Investigation Services Consisting of  iTracking - microdetection I&I meter  SL RAT - acoustic pipeline inspection  Rinno Camera - digital 360 manhale inspections  Detailed Summary Report and Evaluation  Study Area:  Approximately 42,886 LF Sewer Main  Approximately 205 Sewer Manholes  Installation. Data Pull & Retrieval of 36 iTracker microdetection meters  Documentation:  MACP deliverables (manhole inspections)  Acoustic inspection results report and dashboard iTracker microdetection study documentation  Executive and drill down dashboards  Study report and summary presentation  GDB / GIS shape files with all deliverables  Deliverables Review Meeting	\$2.52	LF	42886	\$108,072.72
Smoke Testing Program - 25% of Study  Smoke Testing Program Includes:  Resident door tag (post and pull)  Police/fire coordination  2-3 operators, 1-2 blowers  NASSCO format  GPS points of defects  Geodatabase deliverables of all data and reports	\$1,00	LF	10722	\$10,722.00

Total \$108,072.72

This is an estimate. Pricing subject to change based on actual quantity completed,

Proposal pricing is valid for 90 days.

Non-Prevailing Wage rates applied.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date, 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.