

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 17th day of January, 2017, by and between CHA Consulting, Inc., with its principal place of business at III Winners Circle, Albany, New York 12205 (hereinafter "CHA") and Terre Haute Sanitary District, with an office located at 17 Harding Drive, Terre Haute, Indiana 47807 (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

(a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to Main Lift Station Replacement (hereinafter the "Project").

(b) Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation.

(c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

2. Schedule of Services

CHA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

(d) In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within thirty (30) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within thirty (30) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

(c) Notwithstanding the foregoing, this Agreement shall not terminate for cause if the party in default begins to correct its substantial failure to perform within seven (7) days of receipt of written notice of said substantial failure. Following commencement of the cure, the party in default shall diligently continue to cure within thirty (30) days of the receipt of written notice.

6. Suspension

If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

9. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain both the Client's and CHA's property. CHA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

10. Designated Representative

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

11. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein.

12. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employees and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

13. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

14. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

15. Indemnification

(a) CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(b) Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client.

16. Limitation on Liability

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$5,000,000, whichever is greater.

17. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

18. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

19. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

20. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

21. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

22. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

23. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

24. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

25. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

26. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

27. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, neither Client's nor CHA's officers, directors, shareholders, partners, employees, or agents shall be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's or Client's performance or non-performance of the Agreement. Client will look solely to CHA and CHA will look solely to Client for its remedy for any claim arising out of or related to this Agreement.

28. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

29. Representations

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

	CHA		CLIENT
By	<u>Timothy D. George</u>	By	<u>Bradley A. Bush</u>
Name	<u>Timothy D. GEORGE</u>	Name	<u>Bradley A. Bush</u>
Title	<u>VICE PRESIDENT</u>	Title	<u>Sanitary Board President</u>
Date:	<u>1/16/17</u>	Date:	<u>1/17/17</u>

Rev. 03/15

EXHIBIT A – SCOPE OF SERVICES

PART I – BASIC SERVICES

This scope of services includes the following tasks:

1. Field Survey of the Main Lift Station Replacement Project area; and
2. Geotechnical Exploration of the Main Lift Station Replacement Project area; and
3. General Services for development of a Basis of Design Report for the Main Lift Station Replacement Project.

Scope of Work

Task 1 Field Survey

A. Topographic & Boundary Survey

The topographic and boundary survey will establish a site and topographic survey of the project area and areas which are relevant to the design of the project.

1. CONSULTANT will plan, coordinate, monitor and document project-surveying activities.
2. Plot available right-of-way, easement, property and section corner information from local and State agencies.
3. Send out survey notices to adjacent land owners (if applicable) and coordinate with utility companies to locate underground utilities in field and to obtain utility plans.
4. Horizontal coordinates system will be GRID in English units, Indiana State Plane West Zone.
5. Vertical datum will be NAVD 88.
6. The completed survey will include the following information:
 - a. Establishment of a primary and secondary control network consisting of permanent horizontal and vertical control monuments throughout the project limits.
 - b. Identification of right of ways, property (parcel) lines, easement based on record documents provided by others.
 - c. Location and elevation of visible above ground features within the project limits including; buildings, fence, gates, pavements, sidewalks, drainage structures, curb, gutter, catch basins, street signs, traffic signals, drives, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants.
 - d. Identify all ground surface types, i.e. pavement, grass, etc.

- e. Location, size, and depth of all existing utility lines within the project limits.
 - i. Identification of invert and rim elevations for all manholes and diversion structures of the existing combined sewer system within the project limits.
 - ii. Subsurface Utility Engineering Locates (S.U.E.) by consultant; utilize electromagnetic (EM) and ground penetrating- radar (GPR) equipment to locate private underground utilities within the project limits. All findings will be marked according to APWA standard.
 - iii. Provide a listing of local utility contacts.
- f. Location, species, and trunk diameter of 10-inch or larger trees, other groups of tree will be identified and noted.
- g. Spot elevations and contours at 1-foot intervals

Task 2 Geotechnical Exploration

A. Geotechnical Investigation

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions of the site and to provide recommendations for developing the site and alignment as proposed. At a minimum, our objective will be to provide soil classifications and profiles, engineering properties of the in situ soils and project fills as they relate to design of the structures and force main, pipe bedding and backfilling requirements, groundwater conditions and overall construction considerations and obstacles relative to the soil conditions within the extents of the project area. This investigation will include:

1. Based on the initial conceptual plans, a total of (11) soil borings will be drilled. Two (2) borings at the new lift station site would extend to 50-feet. Nine (9) borings along the new force main alignment will extend to 10-feet below the current surface. The total drilling effort would therefore include 190-lineal feet of drilling. We have not anticipated a need for rock coring within the planned drilling profiles.
 - a. The typical drilling method will utilize hollow-stem augers to advance the borings to the required depths. Split-spoon samples and Standard penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5 foot intervals to a depth of 10 feet, and 5-foot intervals thereafter per ASTM Method D-1586. Shelby Tube samples may be obtained in cohesive strata of interest. We have anticipated that hydraulic head pressures will likely cause "heaving" conditions in the deeper borings at this site. Mud rotary techniques or charging the boreholes with water may be necessary to offset the heaving effects.
 - b. Each boring will be monitored for the presence of ground water during and immediately following the completion of the boring. If longer term groundwater monitoring is desired, we would recommend that piezometers be installed for this purpose.
2. A laboratory-testing program will be performed on representative soil samples obtained during the field study. This testing program will consist of the determination of moisture content, grain size distribution, Atterberg

limits and unconfined compressive strength (of cohesive soils if encountered). The laboratory testing will be conducted in general accordance with applicable ASTM standards.

3. Development of a general soil profile of the subsurface conditions at the site. This profile will be summarized in an engineering report that will include discussions of the site and subsurface conditions encountered conclusions and recommendations for the design and construction of open-cut trenching and sewer installation, as well as control of groundwater, if necessary.
4. Lateral load recommendations to be used for design of below grade structures, and recommended proper bedding and backfill materials/procedures.

Task 3 Basis of Design Report

A. Kickoff Meeting

Conduct a project kick-off meeting with the OWNER representatives to discuss project objectives and goals, project scope, project schedule and milestones, project coordination between the OWNER and CONSULTANT.

B. Data Collection and Analysis

Data collection and analysis will be utilized to generate a preliminary representation of the site. For this task CONSULTANT will:

1. Research, obtain and evaluate OWNER documents for existing mapping, utility information, existing WWTP permit requirements, as-built drawings, information management system and other pertinent data. Collect existing topographic maps, storm, sanitary and combined sewer maps and GIS maps for the project area.
2. Obtain, the current XPSWMM model for the existing combined sewer collection system and verify the proposed design flow rates to the WTP and the HRT facility.
 - a. Study the design documents and hydraulic modeling for the recently completed High Rate Treatment (HRT) facility.
 - b. Review and incorporate updated flow monitoring data provided by the OWNER.
3. Obtain, examine and evaluate current public and private utility records for information regarding existing utility types, sizes and locations within the project site.
4. Verify location of underground installations with the appropriate utility companies.
5. Identify and evaluate potential conflicts with other utilities in the immediate area.

6. Visit the project site and review the general condition of the existing facilities.
7. Obtain, as-built drawings, and O&M manuals for the recently completed HRT facility.
8. Prepare a brief technical memorandum summarizing existing data and identify any information gaps or discrepancies discovered during the review. This brief will help to identify any additional information needed.
9. Schedule and attend a project site visit with OWNER representatives and CONSULTANT to review existing field conditions against information obtained from previously completed data collection activities.

C. Preliminary Alternatives Analysis

CONSULTANT will perform preliminary design work required to define the overall project scope. This preliminary work will include:

1. A study of hydraulic configurations of the proposed pumping system needed to accommodate existing WWTP operation needs as well as future CSO elimination projects.
 - a. CONSULTANT will include in this study a review of multiple pump types sizes and arrangements, wet well sizing and configuration, as well as force main sizing & alignment.
 - b. CONSULTANT will review current operations of the existing main lift station and the HRT facility and include those operating procedures in the preliminary design and layouts of the new main list station.
 - c. Information will be presented, to the OWNER, in a technical memorandum format including engineer's opinions of probable cost.
2. A study of influent screening required for the facility will be performed.
 - a. CONSULTANT will review up to a maximum of 3 types of self-cleaning raw sewage mechanical screens
 - b. Information will be presented, to the OWNER, in technical memorandum format including engineer's opinion of probable cost.
 - c. Once the OWNER selects a particular screening technology/type, basis of design documents will be prepared, including preliminary plan layouts.
3. A study of grit removal requirements for the facility will be performed.
 - a. CONSULTANT will review at least two types of grit removal technologies
 - b. Information will be presented, to the OWNER, in technical memorandum format including engineer's opinion of probable cost.
 - c. Once the OWNER has selected a particular grit removal

technology/type, basis of design documents will be prepared, including preliminary plan layouts.

4. Evaluate the need for odor control facility at the lift station site. If odor control will be needed, evaluate different types of odor control technologies
 - a. Information will be resented, to the Owner, in technical memorandum format including engineer's opinion of probable cost.
 - b. Once a preferred alternative has been selected, basis of design documents will be prepared including preliminary plan layouts.
5. A study of various Septage/Trucked waste acceptance options at the main lift station site will be completed, including engineer's opinion of probable cost, and the information presented to the OWNER, in technical memorandum format.
6. Preliminary design work to site proposed facilities based on the alternatives discussed above. CONSULTANT will then develop preliminary construction area limits.
7. Attending four (4) meetings to facilitate interaction with the THSD staff, the Terre Haute WWTP superintendent and the CSO LTCP program manager to coordinate and discuss alternatives for the project. It is anticipated that all project meetings will be held at the OWNER's offices in Terre Haute.
8. As an added/option scope item, if the OWNER would prefer to visit other influent screening or grit removal facilities, to finalize the selected treatment option, CONSULTANT will schedule visits and accompany the OWNER's personnel on such site visits.

D. Preliminary Engineering

Once a preferred alternative has been selected by the OWNER the CONSULTANT will complete preliminary engineering work in order to develop a recommended design summary for the key proposed project elements including:

1. Site layout, construction limits and site access, site mitigation.
2. Recommended upgrades or improvements to the existing feed interceptor, discharge structure and/or valve vault.
3. Hydraulic XPSWMM modeling of the proposed facilities to estimate structure size, pumping rates, elevations, and equipment configurations.
4. Schematic Architectural Design
 - a. Preliminary code review and life safety requirements for facility
 - b. Preliminary floor plan based on alternative analysis selections
 - c. Review options for exterior appearance
 - d. Preliminary review of materials for exterior and interior of facility
5. Schematic Structural Design
 - a. Review Geotechnical Information
 - b. Develop structural design criteria

- c. Review structural framing / design options based on process requirements
- 6. Schematic HVAC Systems design
 - a. HVAC code assessment
 - b. Develop trace load calculations
 - c. Generate HVAC systems calculations and equipment preliminary sizing
- 7. Schematic Domestic Plumbing System design
 - a. Domestic plumbing code assessment
 - b. Domestic plumbing systems calculations and equipment preliminary sizing
- 8. Schematic Electrical Design
 - a. Review existing utility power supply information at the proposed site location
 - b. Develop electrical design criteria
 - c. Develop concept design one-line diagram options for the facility based on process requirements
- 9. Schematic Instrumentation & Controls Design
 - a. Review existing I&C information and standards currently employed by the OWNER
 - b. Develop Instrumentation design criteria.
 - c. Develop Process Integration (SCADA) design criteria working with ControlWorx, the preferred SCADA system supplier to OWNER
 - d. Develop concept design P&ID options for the facility based on process requirements
- 10. Construction sequencing plan; including a preliminary plan to maintain operations of the facilities throughout construction
- 11. Preliminary Permitting Assessment
 - a. IDNR Construction in a Floodway
 - b. IDEM 401 Water Quality Certification
 - c. USACE 404 Permitting

E. Pre-Demolition Investigation

CONSULTANT will perform a pre-demolition hazardous building material assessment and report of the Existing Main Lift Station Facility. A report will be prepared to address building conditions prior to demolition, and to identify major potential hazardous material concerns for the project with respect to employee safety and regulatory compliance.

F. Basis of Design Report Development

Upon completion of the Preliminary Alternatives Analysis and Preliminary Engineering the CONSULTANT will develop a Basis of Design report for submittal to the OWNER. This Basis of Design report will include:

- 1. A copy of the data collection and analysis technical memorandum

2. A summary of the preliminary alternative analysis, including meeting minutes from OWNER coordination
3. A summary of preliminary design elements
4. Opinion of probable cost for the construction of the facility
5. A proposed scope and fee for the "Phase II" services to achieve final design, permitting, bidding and construction engineering, operations and maintenance manual preparation and start-up phase services.

The Basis of Design report will be developed and presented to the Terre Haute Sanitary District at one of their regularly scheduled meetings for discussion and approval of the recommended project design elements, scope, initial and annual cost estimates and proposed engineering fees for the "Final Design, Bidding and Construction Engineering/Start-up Services Phase".

Should the OWNER choose to request changes to the project recommended in the Basis of Design phase, the CONSULTANT must revise and resubmit the report for approval by no later than the Friday before the next regularly scheduled THSD Board meeting. Once the Board accepts the recommendations of the Basis of Design report then both parties will agree to enter into an amendment to the contract to include the proposed scope and fees associated with the "Final Design, Bidding and Construction Engineering/Startup Phase".

PART 2 – ADDITIONAL SERVICES

If authorized in writing by the OWNER, CONSULTANT shall furnish or obtain from others Additional Services not otherwise provided for in this Agreement. These services will be paid for by OWNER using the CONSULTANT's standard hourly rates.

1. Services resulting from significant changes in the general scope, extent, or character of This Part of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design drawings, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the effective date of this Agreement or are due to any other causes beyond CONSULTANT's control.
2. Additional services in connection with the Work, including services which are to be furnished by OWNER and services not otherwise provided for in this Agreement.

EXHIBIT B – PROJECT SCHEDULE

A. CONSULTANT shall make every reasonable effort to deliver the work as specified in the SCOPE OF SERVICES section (EXHIBIT “A”) contained herein, in accordance with CONSULTANT shall make every reasonable effort to deliver the work as specified in the CONSULTANT’S SERVICES section (EXHIBIT “A”) contained herein, in accordance with the schedule outlined below.

- Data Collection & Analysis Tech Memo 4 weeks NTP
- Preliminary Alternative Analysis Summary 10 weeks from NTP
- Preliminary Engineering Recommended Design Summary 15 weeks from NTP
- Basis of Design Report 18 weeks from NTP

B. The project schedule is dependent upon prompt review and response by the OWNER to all design progress submittals. This schedule assumes a one week turnaround on all reviews by the OWNER.

EXHIBIT C – COMPENSATION FEE SCHEDULE

- A. OWNER shall pay CONSULTANT for Basic Services detailed under Basic Services as follows:
1. Task 1 shall be billed as a Lump Sum Amount of \$40,535.00 for Topographic Survey of the project area.
 2. Task 2 shall be billed as a Lump Sum Amount of \$12,375.00 for Geotechnical Exploration of the project area.
 3. Task 3 shall be billed as a Lump Sum Amount of \$756,665.00 for Basis of Design Report Development
- B. The CONSULTANT will submit a monthly invoice to OWNER for a portion of the Lump Sum Amount. The portion of the Lump Sum amount billed for CONSULTANTS services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
- C. OWNER shall pay, no later than thirty days of receipt of an invoice prepared by CONSULTANT and submitted to OWNER.