

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and SHREAD-KUYRKENDALL & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION Project No. P230402 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION  
INVESTIGATION  
Project No. P230402

- 2.2 The Project consists of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

## **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

## **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

## **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with federal and state laws.

## **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.



IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_  
By: Matthew Jewell  
Parish President

\_\_\_\_\_  
Date:

SHREAD-KUYRKENDALL &  
ASSOCIATES, INC.

\_\_\_\_\_  
By: Richard R. Shread, P.E., P.L.S.  
Principal In Charge

\_\_\_\_\_  
Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION  
Project No. (P230402)

The Scope of Work is as follows:

The project involves investigating the depth, size, type and other pertinent properties of 19 existing pipelines that are currently located beneath the Engineers and Good Hope Canals in Norco.

**BASIC SERVICES**

A. SUBSURFACE UTILITY ENGINEERING (SUE) PHASE

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

a. Quality Level D Services

1. Locate and contact utility owners that may have facilities on or be affected by the project.
2. Request documentation on utility facilities from applicable utility owners and document responses.
3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
4. Copies of all documentation provided to OWNER upon request.

b. Quality Level C Services (Inclusive of Level D Services)

1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.

c. Quality Level B Services (Inclusive of Level C Services)

1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.

2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
  3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
  4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.
  5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
  6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
  7. Provide approximate electronic depth readings for each utility found, when available.
  8. Investigation/designation of all other utilities will not be included.
  9. Deliverables:
    - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
    - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.
- d. Quality Level A Services (Inclusive of Level B Services)
1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
  2. Perform up to thirty-four (34) Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than

2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.

3. Excavation of Test Holes:
  - 1) Clear the Test Hole area of surface debris.
  - 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
  - 3) Expose the utility only to the extent required for identification and data collection purposes.
  - 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
  - 5) Hand-dig as needed to supplement excavation and to ensure safety.
  - 6) Revise the Test Hole location as necessary to positively expose the utility.
  - 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
  
4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.
  - 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
  - 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
  - 3) Approximate centerline bearing of utility line.
  - 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
  - 5) Utility structure material composition, when reasonably ascertainable.
  - 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.
  
5. Site Restoration:
  - 1) Replace bedding material around exposed utility lines.
  - 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
  - 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
  - 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
  - 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.

6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
7. Deliverables:
  - 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

B. SURVEY

A Licensed Professional Surveyor shall complete the survey work as outlined below. The survey's purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new

monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010
  - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
  - g. Orthometric Height – Z (Feet)
  - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
  - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)

- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

**ATTACHMENT “B”  
PROJECT SCHEDULE**

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION  
Project No. (P230402)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Subsurface Utility Engineering	90
Topographic Survey	45
Final Deliverables	30

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.



**ATTACHMENT “C”  
PROJECT COMPENSATION**

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION  
Project No. (P230402)

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$112,315.00 based on the following estimated distribution of compensation:
  1. Subsurface Utility Engineering (SUE) Quality Level A-17 Days  
\$54,400.00
  2. SUE Quality Level B-5 Days  
\$13,000.00
  3. Shread-Kuyrkendall & Associates, Inc. (SKA) SUE Administration, Survey and Deliverable Work  
\$44,915.00
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period, plus CONSULTANT’s SUBCONSULTANT’s charges.