

**AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT
Consultant Services for Tinker Air Force Base Municipalization
CH GUERNSEY & COMPANY (C149054)**

This Amendment No. 6 (“Amendment No. 6”) to the Professional Services Agreement - Consultant Services for Tinker Air Force Base Municipalization (C149054) (“Agreement”) is entered into by and between the City of Oklahoma City (“City”) and Oklahoma City Water Utilities OCWUT (“OCWUT) and CH Guernsey & Company (“GUERNSEY”).

WITNESSETH:

WHEREAS, on May 20, 2014, the OCWUT and MWH Americas, Inc. (“MWH”) entered into Professional Services Agreement - Consultant Services for Tinker Air Force Base Municipalization (“Agreement”); and

WHEREAS, on March 2017, the OCWUT, MHW and Stantec Consulting Services, Inc. (“Stantec”) entered Amendment No.1 to Professional Services Agreement – Consultant Services for Tinker Air Force Base Municipalization assigning the Agreement from MHW to Stantec (“Amendment No. 1”); and

WHEREAS, on January 21, 2020, the OCWUT, Stantec and Guernsey entered into Assignment and Amendment assigning the Professional Services Agreement – Consultant Services for Tinker Air Force Base Municipalization from Stantec to Guernsey (“Amendment No. 2”); and

WHEREAS, on January 18, 2022, OCWUT and CH Guernsey and Company entered into Amendment No. 3 to Professional Services Agreement – Consultant Services for Tinker Air Force Base Municipalization to amend the scope of services and provide for additional services (“Amendment No. 3”); and

WHEREAS, on August 2, 2022, the OCWUT and Guernsey entered Amendment No. 4 to the Professional Services Agreement – Consultant Services for Tinker Air Force Base Municipalization to amend the supplemental services in support of bidding services, construction administration, as-builts, and inspections services for the design and construction of the Tinker Operations Building Project (“Amendment No. 4”); and

WHEREAS, on September 26, 2023, OCWUT and Guernsey entered Amendment No. 5 to the Professional Services Agreement – Consultant Services for Tinker Air Force Base Municipalization to amend the supplemental services in support of bidding services, construction administration, as-builts, and inspections services for the design and construction of the Tinker SCADA Improvements Project (“Amendment No. 5”); and

WHEREAS, the OCWUT determined there is a need to replace Attachment “A,” Scope of Work, Attachment “B,” Guernsey’s Project Team and Clients’ Administrative Team, and Attachment “D,” Rate Card, in their entirety; and

WHEREAS, Guernsey is agreeable to replacing the Scope of Work, the Project Team and

Administrative Team, and the Schedule of Fees and Rate Card in their entirety as attached hereto; and

WHEREAS, the OCWUT and Guernsey have negotiated an amendment to Attachment “A,” “B,” and “D,” to include these replacements.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment and Modification. The Agreement and all previous amendments and assignments are hereby amended and modified for Guernsey to provide for the supplemental services, reports, plans, documents and materials provided in **Attachment “A,”** which is attached hereto and incorporated herein by reference, and the OCWUT will communicate with Guernsey in accordance with **Attachment “B,”** which is attached hereto and incorporated herein by reference, and the OCWUT will adjust the current Rate Card in accordance with and **Attachment “D,”** attached hereto and incorporated herein by reference.

2. Effective Date. This Amendment No. 6 will be effective November 1, 2024.

3. Effect of Amendment No. 6. Except as specifically modified and amended by this Amendment No. 6, all other terms and provisions of the Professional Services Agreement (C149054) and all previous amendments and assignments remain in full force and effect and are binding on the Parties. In the event of any conflict between the provisions of this Amendment No. 6 and the provisions of the Agreement and any previous amendment or assignment, the provisions of this Amendment No. 6 will control.

APPROVED by CH Guernsey & Company this 1st day of November,
2024.

By 

Print Name Paul Ryckbost

As Senior Vice President

APPROVED by the Oklahoma City Water Utilities Trust this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
Secretary

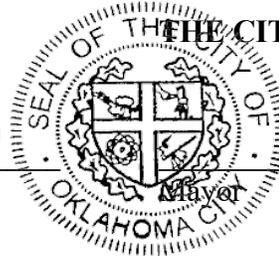


Jim D. Couch
Chairman

APPROVED by The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Craig S. Keith
Assistant Municipal Counsel

**PROFESSIONAL SERVICE AGREEMENT
ATTACHMENT “A”
SCOPE OF WORK**

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Phase III Performance Phase

Phase III specifically addresses the PROGRAM MANAGER assisting the TRUST with Performance Phase activities associated with the TRUST performing operations and maintenance of the water and the wastewater systems at TAFB and implementation of the Annual Capital Upgrade and Renewals and Replacement Plan (ACURRP or Annual Plan). In accordance with the contract between the TRUST and the Government, the PROGRAM MANAGER anticipates the Performance Phase to be 50 years in duration beginning at the end of the Transition Phase.

The purpose of the Performance Phase is for the PROGRAM MANAGER to:

1. Continue implementation of its Program Management associated processes and procedures.
2. Implement a standardized program delivery approach to guide the efficient execution of all TAFB tasks. This approach will be documented in a Program Execution Plan (PXP) document.
3. Continue development and use of supporting systems, tools, and processes including but not limited to use of an information sharing/collaboration portal, a program organization and governance structure, master schedules and budgets, performance reports, and document management system. Application of these systems, tools, and processes will bring efficiency to the completion of program tasks.
4. Implementation of a program validation process to establish a baseline scope, schedule, and budget for TAFB and inform related financial, resource, and capital planning efforts.

The Phase III SOW is comprised of Tasks that address program implementation during the Performance Phase. The Task and task naming convention adopted for this scope reflects that this is Phase III of the program, and therefore a “III” precedes the Task and task identification numbers. Tasks III-1 through III-3 address the activities associated with Program Management including Site Engineering and Federal Contract Compliance. Tasks III-4 through III-6 address the deliverables that will be prepared during the Performance Phase of the Project including the System Characterization Studies and the Periodic Studies. A PROGRAM MANAGER team composed of engineering and technical services experts and government contracting specialists will be engaged in delivering the scope of work defined in this SOW.

A number of estimates have been made for this phase of the program (e.g., deliverables, reporting and meeting frequencies). The PROGRAM MANAGER’s scope is also set out based on the assumption of concurrent performance between the water and wastewater system tasks, therefore many of the wastewater and water system tasks are set-out in this scope to be undertaken in parallel. An amendment to this contract will be required if any of the Performance Phase activities need to be modified.

The following major Tasks will be completed during the Performance Phase:

Program Management Tasks:

1. Task III-1 – Program Management
2. Task III-2 – Engineering and Construction Oversight
3. Task III-3 – Annual Capital Upgrades and Renewals and Replacements Plan

Deliverable Tasks:

4. Task III-4 – System Characterization Studies during Year 1 (completed)
5. Task III-5 – Capital Project Oversight
6. Task III-6 – Periodic Studies
7. Task III-7 – Additional Services

Phase III Performance Phase – Program Management Tasks

The following major tasks will be completed during the Performance Phase of the work:

Task III-1 – Program Management

Task III-1.1 – Program Execution Plan

The PROGRAM MANAGER will revise the Program Execution Plan (PXP) prepared during the Transition Phase to be applicable to all tasks to be completed during the Performance Phase of the work. The PXP will be a living document and will be updated by the PROGRAM MANAGER at the end of each quarter (by March 31, June 30, September 30, December 31) throughout the Performance Phase.

The PXP will include:

1. TRUST's Goals
2. Scope of Work (from contract)
3. Team Organization and Responsibilities including TRUST, PROGRAM MANAGER, and Government personnel
4. Program Budget
5. Program Schedule (Capable of import into P6)
6. Program Controls
 - a) Work Breakdown Structure
 - b) Change Control Register
7. Communication Plan
8. Document Control Plan
9. Quality Assurance/Quality Control (QA/QC) Plan

The baseline program schedule will be developed in a format capable of being imported into Primavera P6 Enterprise Project Portfolio Management (P6) (or any similar software as implemented by the TRUST) and will include dates for deliverables, review periods, workshops, and meetings. The baseline program schedule will be developed by the PROGRAM MANAGER with input from TRUST staff and TAFB.

Indicators of Performance:

1. Quarterly up-to-date and implemented PXP (Microsoft Word and/or Adobe Acrobat formats)
2. P6 input (appropriate input format and/or Adobe Acrobat formats)

Task III-1.2 – Progress Reports and Conflict Resolution

The PROGRAM MANAGER will prepare and submit monthly invoices and progress reports to the TRUST documenting program budget and schedule status. The PROGRAM MANAGER will work with its subcontractors to prepare scopes of work, budgets, and schedules for each of the subcontracted services. The PROGRAM MANAGER will process subcontractor invoices and will incorporate them into the monthly invoice from the PROGRAM MANAGER.

One additional aspect of Program Control will be conflict resolution across all relationships. The PROGRAM MANAGER will mitigate conflicts as quickly and reasonably as possible and seek to minimize the number and frequency of issues that need to be brought to the attention of the TRUST staff, management, the TRUST Board, and/or City Council. As noted in the PMBOK® (Project Managers Book of Knowledge) Guide and Standards: “conflict is inevitable in a project environment.” The PROGRAM MANAGER will use the PMBOK® Guide as a roadmap to resolve conflicts that may arise. The PMBOK® Guide notes five techniques that seek to mitigate and resolve conflicts; the applicability of each technique will depend on the urgency of need for conflict resolution, the number and character of parties involved, and the severity of the temperament surrounding the conflict. The PMBOK® Guide’s five techniques are:

- Withdraw/Avoid – “Retreating from an actual or potential conflict situation; postponing the issue to be better prepared or to be resolved by others.”
- Smooth/Accommodate – “Emphasizing areas of agreement rather than areas of difference; conceding one’s position to the needs of others to maintain harmony and relationships.”
- Compromise/Reconcile – “Searching for solutions that bring some degree of satisfaction to all parties in order to temporarily or partially resolve the conflict.”
- Force/Direct – “Pushing one’s viewpoint at the expense of others; offering only win-lose solutions, usually enforced through a power position to resolve an emergency.”
- Collaborate/Problem Solve – “Incorporating multiple viewpoints and insights from differing perspectives; requires a cooperative attitude and open dialogue that typically leads to consensus and commitment.”

The PROGRAM MANAGER will establish ground rules, create communication plans, and ensure stakeholder involvement to mitigate conflicts. Any conflict that does arise will be dealt with as early as possible in order to mitigate the magnitude of the conflict and avoid further problems.

Indicators of Performance:

1. Monthly program progress reports (Adobe Acrobat format)
2. Monthly invoices with tasks listed corresponding to the TRUST’s Cost-of-Service Models for TAFB by year and divided between Water and Wastewater costs (Adobe Acrobat format)
3. Conflict resolution communication plan (Microsoft Word and/or Adobe Acrobat format) (completed)

Task III-1.3 – Program Management

The PROGRAM MANAGER will act as the TRUST’s representative and assist the TRUST in the delivery of the overall TAFB program. The PROGRAM MANAGER will provide overall coordination of all operations, maintenance, repair, replacement, and system upgrades under this task that includes, but not limited to, Initial System Deficiency Corrections (ISDC), System Deficiency Corrections (SDC), Renewal and Replacement Projects (R&R), and other initiatives for the water and wastewater services at TAFB. The PROGRAM MANAGER will provide the required reporting to the Government on the progress of the program.

The PROGRAM MANAGER shall oversee cost, schedule, scope, and quality objectives of the Performance Phase. The PROGRAM MANAGER will lead the overall oversight services by identifying, proposing, and recommending the implementation of timely measures and solutions for addressing issues that may impact the successful delivery of the overall services to TAFB.

Task III-1.3.1 - Program Reporting

The PROGRAM MANAGER will incorporate all the capital projects (ISDC, SDC, and R&R) into a Master Program Schedule (MPS) and Program Budget that will incorporate all project schedules to support the progress tracking and reporting of the Performance Phase. The schedule shall be used to check the Performance Phase activities and interfaces between projects. The PROGRAM MANAGER will review existing TRUST reporting requirements and will provide recommendations for an integrated schedule and cost reporting process for tracking and reporting progress and schedule forecasts, project budgets, costs, and cost forecasts.

Program reporting will be developed and monitored to accomplish the following objectives:

1. Update status of capital projects and the overall program,
2. Track the Performance Phase activities and interfaces between projects,
3. Check the schedule of Performance Phase projects and resolve conflicts,
4. Assess the overall Performance Phase annual budget, and
5. Report budget and schedule forecasts and variances against approved schedules and budgets.

The PROGRAM MANAGER will maintain and update the MPS each month from project/construction reports and updates submitted by the DEs. The DEs' project level schedule and cost updates will be used as a rollup to provide MPS and Program Budget updates. Contractors' schedule will be submitted through the DEs after review and approval by the DE. In maintaining and updating the MPS, the PROGRAM MANAGER will rely on timely, reviewed, monthly schedule updates from the DEs as required by the reporting requirements defined in the terms of their respective contracts with the TRUST.

The PROGRAM MANAGER will manage the reporting process and provide the TRUST with the monthly Program Status Report. Schedule variances to plan will be identified, analyzed, and reported with the monthly Program Status Report provided to the TRUST. The PROGRAM MANAGER shall assess and update the Program Budget each month from project/construction reports and updates. The PROGRAM MANAGER will project overall Program costs and forecasted Costs at Completion.

Indicators of Progress:

1. Monthly Capital Programs Status Report (Adobe Acrobat formats)
2. Monthly Capital Programs Schedule and Variance Report in a format capable to upload into P6
3. Monthly Capital Programs Budget and Variance Report in a format capable to upload into P6

Task III-1.3.2 - Meetings

1. Task III-1.3.2.1 – Partnering Meetings with Government and Contracting Office

The PROGRAM MANAGER will participate in meetings between the TRUST, the Government (TAFB), and the Contracting Office (DLA Energy) to facilitate the Partnering Approach between the TRUST and the Government. The meetings will include a briefing on the planned Performance Phase activities and how the TRUST will work with the government staff to facilitate the Program.

Indicators of Performance:

1. Attendance at meetings
2. Meeting Notes (Microsoft Word and/or Adobe Acrobat formats)

2. Task III-1.3.2.2 – Internal TRUST Workstream Meetings

The PROGRAM MANAGER will facilitate internal meetings between relevant TRUST and PROGRAM MANAGER staff to provide for detailed coordination and completion of Performance Phase items. Monthly meetings will be held with Utilities Engineering and the Utility Director (and/or the Utility Director’s designee).

Indicators of Performance:

1. Meeting Agenda (Microsoft Word and/or Adobe Acrobat formats)
2. Attendance at meetings
3. Meeting Minutes (Microsoft Word and/or Adobe Acrobat formats)

Task III-1.3.3 – Financial Model Maintenance, Annual Rates, and Annual Cost Recovery

The PROGRAM MANAGER with their Financial Rate Analyst will maintain the Cost-of-Service Price Models (COS Models) developed for the TRUST’s response to DLA’s solicitation for the water and wastewater systems at TAFB. The COS Models contain both forward looking (for the life of the contract) and actual costs expended to support the Government and the TRUST’s capital and O&M requirements at TAFB, including cost associated with Commercial Paper and other short- or long-term debt mechanisms used (if necessary). The COS Models output results in the rate(s) being charged to the Government. The formal rates being charged to the Government will be listed in SCHEDULE B-1, REGULATED TARIFF, CLIN 001, as required by DLA. The COS Model will up revised and updated annually based on information and lessons learned. This update will include an evaluation of the Renewal and Replacement (R&R) implementation plan, delineating the financial and technical responsibility between Engineering-led and Operations-led R&R activities.

The PROGRAM MANAGER with their Financial Rate Analyst will draft annual COS Model updates by May 30 of each calendar year in order to be approved and in effect by the beginning of each Contract Year (November 1). True costs to perform service in the previous year will be collected by the PROGRAM MANAGER from TRUST data provided by the TRUST. Expected costs will be analyzed from known O&M contract costs, projected O&M expenses, and planned capital projects, forecasted capital expenditures, and forecasted commercial paper (as included in the Annual Plan – Task III-3). The PROGRAM MANAGER will conduct a bi-annual meeting specifically for the COS model update and tracking.

The draft COS Model updates will be reviewed by TRUST staff. The draft COS Model updates will also be forwarded to the Contracting Officer (CO) for review and comment prior to final approval by the TRUST Board and City Council. The PROGRAM MANAGER will coordinate and attend meetings between the TRUST and the CO, if necessary, to discuss any rate changes brought about by the updates to the COS Models. The approved COS Model updates will thereby create a new monthly rate being charged to the Government for each system. The PROGRAM MANAGER will provide TRUST staff an annual summary from the COS. The summary will define and identify what activities are included in each COS line item and identify and highlight all new or changed items. Additionally, the PROGRAM MANAGER will provide guidance on categorization of payables that align with the COS funding sources.

The PROGRAM MANAGER will stay apprised of activities that may be considered for cost recovery. The PROGRAM MANAGER will provide guidance to TRUST staff to identify the source of funds in the interim for funding unplanned activity. The PROGRAM MANAGER shall prepare communication to

Federal Government and DLA of upcoming unplanned, unfunded activity, to ensure authorization. The PROGRAM MANAGER to provide TRUST finance staff copies of authorization correspondence for unplanned unfunded activities. After the close of each TRUST Contract Year, the PROGRAM MANAGER and their Financial Rate Analyst will assist the TRUST in evaluating its actual costs for the Contract Year. If unrecovered costs are identified, the PROGRAM MANAGER will work with the TRUST and CO to draft and submit documentation to enable receipt of any such costs that are recoverable through the contract. The PROGRAM MANAGER will provide guidance to the TRUST to ensure compliance with the federal requirements and contract during this process. Such documentation could take the form of a request for equitable adjustment, submittal of a differing site condition, negotiation of a bilateral contract negotiation, adoption of a tariff rate rider, or any other form mutually agreeable to the TRUST and CO. TRUST Staff will provide data, spreadsheets, and documentation to support the unrecovered costs. The PROGRAM MANAGER will prepare the draft documents to support any unrecovered costs in compliance with federal regulations and the contract. The draft will be reviewed by TRUST staff and sent by the PROGRAM MANAGER to the CO for review, negotiation and approval. During the review process the PROGRAM MANAGER will act as the liaison contact for negotiations, appeals, and disputes. Upon CO approval, the PROGRAM MANAGER will provide final documentation, to include, but not limited to contract amendment, CLIN, and approved Return of Equitable Adjustments documentation to the TRUST for submittal to the CO and subsequent processing through the TRUST Board and City Council.

The PROGRAM MANAGER will attend monthly meetings with TRUST financial staff to review financial updates to include, but not limited to: *proforma*, facility fund reports, accounts payables and other topics related to the tracking and reporting of Tinker finance.

Indicators of Performance:

1. Draft COS Models – Water and Wastewater (Microsoft Excel and/or Adobe Acrobat formats)
2. Attendance at meeting(s) with CO
3. Attendance at TRUST Board and City Council meetings
4. Final COS Models – Water and Wastewater (Microsoft Excel and/or Adobe Acrobat formats)
5. Draft unrecovered cost recovery request documents
6. Final unrecovered cost recovery request documents – Water and Wastewater (Microsoft Excel and/or Adobe Acrobat formats)
7. Attendance at monthly update meeting(s) with TRUST Financial Staff
8. Attendance at bi-annual COS tracking meeting with TRUST Financial Staff

Task III-1.3.4 – O&M Contract Operator Financial Oversight

The PROGRAM MANAGER and their Financial Rate Analyst shall provide financial oversight of the Operations & Maintenance (O&M) Contractor Operator used by the TRUST at TAFB.

The PROGRAM MANAGER will draft the annual cost adjustment (per the O&M Contractor and TRUST's contract language) in July of each year. The draft will be provided to the TRUST for review and will also be used in drafts of each annual COS Model update.

The PROGRAM MANAGER will track the release of the appropriate adjustment factor data from the Federal Government and notify the TRUST when the relevant final data is published, typically in late October each year. The PROGRAM MANAGER will prepare a memorandum for the TRUST to send to the O&M Contractor notifying the O&M Contractor of its annual rate adjustment.

Indicators of Performance:

1. Draft Annual Cost Adjustment (Microsoft Excel)
2. Final Annual Cost Adjustment (Microsoft Excel)
3. Annual Cost Adjustment Memorandum (Microsoft Word and/or Adobe Acrobat formats)

Task III-1.4 – Federal Contract Compliance

The PROGRAM MANAGER will assist TRUST in achieving a high level of contract compliance for the TRUST'S agreements with DLA Energy. Activities in support of this task will consist of:

1. Attendance at meetings between TRUST and TAFB personnel to evaluate areas of potential compliance exposure.
2. Review of submittals and correspondence from the TRUST to TAFB or DLA Energy for accuracy, completeness, and compliance against federal standards.
3. Monitoring of TRUST's O&M and capital activities and identify events where contract communication is required or recommended.
4. Drafting of communications for TRUST review and transmission to TAFB and/or DLA Energy.
5. Facilitating periodic meetings between TRUST, TAFB and/or DLA Energy that focus on the topic area of contract compliance, documenting minutes of the meeting and assisting TRUST with any compliance action items that may arise from such meetings.
6. Assuring subcontracts are compliant with FAR and DFARs clauses, especially as clauses change over time.
7. Cybersecurity Support for 800-171/CMMC
 1. Annual Risk Assessment
 2. Annual Security/Compliance Review
 3. Annual Incident Response Exercise

Actual effort required month by month is difficult to predict. Therefore, the PROGRAM MANAGER will satisfy this scope requirement by making its federal compliance subject matter expert (SME) available an average of 24 hours per week, for the duration of Phase III. The PROGRAM MANAGER will detail of any such efforts performed during the month in each month's Progress Report (Task III-1.3.1) with supporting documentation (e.g. SME work products produced during the reporting period).

The PROGRAM MANAGER will prepare an Annual Compliance Assessment which reviews Federal Contract Requirements against the TRUST's program performance. The Assessment will document the TRUST's compliance with the Contract Requirements and make recommendations for improvement or change as needed.

Indicators of Performance:

1. Monthly Summary Report that describes status of TAFB meetings, status of TAFB submittals, and status of TAFB communications.
2. Meeting agendas and supporting materials
3. Meeting minutes
4. Annual Compliance Assessment (Microsoft Word and/or Adobe Acrobat formats)

Task III-1 Payment Schedule:

1. Twelve equal monthly payments based on the lump sum amount.

Task III-2 – Engineering and Construction Oversight

Task III-2.1 TRUST Capital Programs

The PROGRAM MANAGER will be responsible for assuring the TRUST that Trust Capital Projects are in compliance with the Contract for the entire duration of the Work. The PROGRAM MANAGER will assure the TRUST that all TRUST projects and 3rd Party construction are holistically implemented to assure the desired level of service is provided to the government and is in compliance and/or compatible with the TAFB Master Plan.

The PROGRAM MANAGER will coordinate with the TRUST Engineering team during the DEs design and construction under this task to provide compliance assurance with the overarching contract. DEs are responsible for providing project on-site construction monitoring services as defined and required by their respective contracts. The PROGRAM MANAGER will participate, as needed, in the weekly or monthly design and construction progress meetings held by the DEs (while a project is active) for each project. The PROGRAM MANAGER will visit the project sites and become familiar with the local conditions under which the services and the work that will be performed. The PROGRAM MANAGER will provide guidance during any scope changes to assure compliance with the government contract and any on-going 3rd party construction. Monitoring the Contractors' performance will be the responsibility of DESIGN ENGINEERS (DEs) hired directly by the TRUST to execute capital project delivery.

Once the project is complete, the DEs will manage completion and delivery of construction documents and record drawings to the TRUST; the PROGRAM MANAGER will verify that the work meets the government's expectations in terms of service requirements. Once the design and construction has been reviewed and approved and accepted by the TRUST, the PROGRAM MANAGER will complete the required documentation to secure any additional payment for the project by the government. The PROGRAM MANAGER will complete close out according to the subcontract requirements. This may include an evaluation of whether government property was dispositioned correctly; overhead rate adjustments; Final Voucher audits; generating final claim; submitting a receiving report and obtaining final documents including waivers.

Task III-2.2 Oversight of Third-Party Construction

The PROGRAM MANAGER will assist the TRUST in performing oversight of Third-Party Construction at TAFB. Third Party Construction is permitted in the TRUST's contract with the Government, and enables the Government to self-fund system expansions, upgrades, and large capital projects, but constructed to TRUST standards. The PROGRAM MANAGER will participate in planning meetings and coordinate the development of new service to existing and future developments at TAFB, including development of high level Rough order of Magnitude (ROM) cost estimates for Government budgeting. The Government and its designers/contractors will be responsible for detailed Opinions of Probable Construction Cost (OPCC) as they develop the system(s). The PROGRAM MANAGER will monitor the progress of design development and construction to assure system improvements remain in compliance with the Master Plan and Trust Capital Projects and notify the TRUST of any deviations.

The TRUST staff, with assistance from the PROGRAM MANAGER, will meet regularly with TAFB planning and engineering staff to coordinate and account for new facilities that are planned for construction. Changes in the use of facilities and new facilities at TAFB may drive the need for expanded utility/facility capacity. The TRUST will input water demands and wastewater flow rates to size any new service

infrastructure based on projected construction data and information provided by the Governments DE for the proposed construction.

The PROGRAM MANAGER will assist the TRUST in processing any amended Bills of Sale required during the Performance Period. An amended Bill of Sale is required any time a Third-Party Construction project is accepted and the assets are turned over to the TRUST for ownership, operation, and maintenance. An amended Bill of Sale includes an asset list and a Rough Order of Magnitude cost estimate for renewal and replacement of the added asset(s) for the remainder of the Contract. The PROGRAM MANAGER will assist in preparation of any documentation required for the transfer of ownership of assets docket item required for acceptance of assets by the TRUST.

Indicators of Performance:

1. Coordination meetings agendas and minutes
2. Monthly activity reports summarizing events and assistance provided each month
3. Status reports on requests for new connections.
4. Monthly Summary Report and Tracking of 3rd Party Construction

Task III-2 Payment Schedule:

1. Twelve equal monthly payments based on the lump sum amount.

Phase III Performance Phase - Deliverables

The PROGRAM MANAGER will prepare the Deliverables described in this section of the SOW during the Performance Phase. Each Deliverable will consist of a series of Tasks to be completed. Payment will be based on the submittal of Tasks as outlined below for each Deliverable.

Task III-3 – Annual Capital Upgrades and Renewals and Replacements Plan

The PROGRAM MANAGER will develop the Annual Capital Upgrades and Renewal and Replacement Plan (ACURRP or Annual Plan) each year. The PROGRAM MANAGER will consistently assess the condition and performance of the utility systems through periodic studies and evaluation of O&M data. The PROGRAM MANAGER will assess connection and disconnection requirements and regulatory drivers and incorporate all of the findings into the Annual Plan. The Annual Plan will identify capital upgrades and major renewals and replacements that the TRUST intends to accomplish. The Annual Plan will be submitted no later than March 31 of the first full fiscal year following contract start, and each year after that for the duration of this contract.

Task III-3.1 - Meet with TAFB Staff

The PROGRAM MANAGER will meet monthly with TAFB Civil Engineering, Master Planners, and other stakeholders to better understand the required water and wastewater service needs. New connections, disconnections, or upgrades to the existing water and wastewater systems necessary to serve Military Construction (MILCON) and Military Construction Air Force (MCAF) projects will be identified.

Indicators of Performance:

1. Meeting agenda and Meeting Minutes (Microsoft Word and/or Adobe Acrobat format)

Task III-3.2 – Prepare Annual Plan

The Annual Plan will include the five-year “rolling” CIP projection to capture capital projects that need to be scheduled so that the water and wastewater systems are meeting the needs of the TAFB’s population, are in good condition, and in compliance with regulations. The CIP will include a summary of the cost and schedule for all the anticipated projects in the upcoming five years. The Annual Plan will include:

1. Proposed ISDCs and SDC Upgrade projects including, but not limited to, code requirements, energy efficient and/or water conservation projects.
2. Renewal and replacement (R&R) projects for older assets that have reached the end of their useful lives.
3. Anticipated new service connections and disconnections which are not being performed via Third Party Construction.
4. Identification of triggers or drivers for critical path projects (regulatory compliance dates, expansion requirements due to build out, etc).

For Year 1 projects (projects occurring in the first year of the 5-year “rolling” CIP, the following information will be included:

1. Site Plans
2. Project description form that includes, but not limited to:
 - a. AACE Class 5 OPCC
 - b. Construction Schedule
 - c. Priority Criteria, and Priority level
 - d. Scope of Work
 - e. Nature of Inadequacy
 - f. Specifics of Malfunction/Code issues
 - g. Description of any R&R
 - h. Impact if project isn’t funded in proposed Fiscal Year
 - i. Analysis of the impact of construction on Installation operations and the environment
 - j. Safety requirements
3. Project scoring form

For Year 2 through 5 projects (projects occurring in the second through fifth year of the 5-year “rolling” CIP), the following information will be included:

1. Site Plans
2. Project description form that includes, but not limited to:
 - a. AACE Class 5 OPCC
 - b. Design and Construction Schedule
 - c. Priority Criteria, and Priority level
 - d. Scope of Work
 - e. Nature of Inadequacy
 - f. Specifics of Malfunction/Code issues
 - g. Description of any R&R
 - h. Impact if project isn’t funded in proposed Fiscal Year
3. Project scoring form

Indicators of Performance:

1. Development of 5-year “rolling” CIP (Microsoft Word and/or Adobe Acrobat formats)

Task III-3.3 - Submit Annual Plan

Annually, a Preliminary Draft Annual Plan will be submitted to the TRUST for review. The PROGRAM MANAGER will facilitate a workshop with the TRUST to present an overview of the Annual Plan and to collect and discuss TRUST review comments. The PROGRAM MANAGER will incorporate the TRUST review comments into the Draft Annual Plan. The Draft Annual Plan will be submitted to TAFB Civil Engineering, Master Planners, and other stakeholders. The PROGRAM MANAGER will facilitate a workshop with TAFB Personnel to present an overview of the Draft Annual Plan and to collect and discuss review comments. The PROGRAM MANAGER will incorporate the TAFB review comments into the Draft Annual Plan and submit the Final Annual Plan to the CO for approval.

Indicators of Performance:

1. Preliminary Draft Annual Plan (Microsoft Word and/or Adobe Acrobat formats)
2. Draft Annual Plan (Microsoft Word and/or Adobe Acrobat formats)
3. Meeting agendas and meeting minutes (Microsoft Word and/or Adobe Acrobat formats)
4. Final Annual Plan (Microsoft Word and/or Adobe Acrobat formats)

Task III-3.4 – Community Engagement

The PROGRAM MANAGER will engage the local community through presentations regarding the TAFB program for the water and wastewater systems. The purpose of the engagement will be to educate firms on upcoming work, TAFB specific requirements, and the use of Federal Small Business certification.

Subtasks include:

1. The PROGRAM MANAGER will prepare a presentation with input from the TRUST that defines the scope for those projects currently identified to be designed or constructed in the next year of the Performance Phase, design and construction duration, North American Industry Classification System (NAICS) Qualification categories (e.g., pipeline, tanks, lift stations, supervisory control and data acquisition [SCADA]), TAFB project-specific requirements for access and performance, and prime contract flow down requirements. The presentation also will outline Small Business identification and certification requirements.
2. The PROGRAM MANAGER will facilitate delivery of the presentation, with participation by the TRUST, to the design and/or construction community at up to two meetings per year. The presentations will be made at relevant trade association meetings.
3. The PROGRAM MANAGER will establish an outline of the Small Business list, including the various formats of Federal Small Business certification: Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zones (HUBZone), Small Disadvantaged Business (SDB), and Woman-Owned Small Business (WOSB). The PROGRAM MANAGER will prepare a list of Federally identified Small Businesses eligible to work for the TRUST on TAFB.

Indicators of Performance:

1. Presentation content for the Community Engagement Meetings (PowerPoint format)
2. Facilitation of up to two Community Meetings

Task III-3.5 - Write Explanation Letters to DLA for Project Changes from Contracts

The 5-Year CIP will be used as the baseline for future work and will have a master schedule for budgeting and tracking purposes. As additional projects are identified, or planned projects modified, based upon the priorities and needs at TAFB, the PROGRAM MANAGER will develop documentation and correspondence to DLA to present the modifications and the justification of the changes. Once approved by the DLA, these project changes will be compiled and mapped to the CIP for implementation. The explanation letter will consist of the following information for each proposed change:

1. Original concept as described in the Proposal
2. Reason for change (new driver or regulatory requirements)
3. Comparison of cost of original plan and new plan
4. Impact to the contract terms and conditions
5. Potential savings to the government
6. Cost of not making the change

Indicators of Performance:

1. Draft Explanation Letters with supporting materials.
2. Final Explanation Letters with supporting materials.

Task III-3 Payment Schedule:

1. Draft Annual Plan Submittal – 50% of the lump sum amount
2. Final Annual Plan Acceptance – 35% of the lump sum amount
3. Presentation 1 to Contracting Community – 5% of the lump sum amount
4. Presentation 2 to Contracting Community – 5% of the lump sum amount
5. Explanation Letters to DLA Energy – 5% of the lump sum amount

Task III-4 – System Characterization Studies during Year 1

Task III-4 has been completed, accepted, and invoiced in full. There are no changes to this task from the original contract in this Amendment.

Task III-5 – Capital Project Oversight

The PROGRAM MANAGER will act as the TRUST’s representative and assist the TRUST in the delivery of the capital upgrade projects at TAFB. The PROGRAM MANAGER will prepare the documents required for procurement of DEs and construction Firms as described in Task III-5.2.1. The PROGRAM MANAGER will provide project-level oversight as part of this Task.

Task III-5.1 –Conceptual Design Package Development

The PROGRAM MANAGER will prepare draft conceptual (10% level) design packages for the TAFB capital improvement plan projects for both the water and wastewater systems, including draft scope of work, diagrammatic drawings, general conditions specific to TAFB performance criteria and project specific specifications. These conceptual design packages will be used as input into both the Annual Plan (Task III-3.2) and the Design Engineer (DE) LOI documents (Task III-5.2.1). The design packages will include relevant funding and classification data, including identification as ISDC, SDC, R&R, or other.

The scope to deliver each package includes:

1. The 10% level of design will include a conceptual level project description, site plan, preliminary design drawings, ACEE Class 4 OPCC, and a schedule for engineering and construction services.
2. Preliminary scope of Year One Projects shall be defined by the PROGRAM MANAGER, considering combining of like work, combining projects within geographical regions on TAFB, limiting effects of work on normal base operations, and requirements from DLA.
3. The PROGRAM MANAGER shall prepare indicative drawings to support and define extent of planned scope of work, and any project-specific performance specifications required to communicate the required engineering outcomes. TRUST will review, advise and direct changes on Draft Conceptual Design Package documents.

Deliverables:

1. Draft Conceptual Design Packages annually including Engineering Scope of Work and ACEE Class 4 OPCC ready for bid (Adobe Acrobat format)
2. Final Conceptual Design Packages annually including Engineering Scope of Work and ACEE Class 4 OPCC ready for bid (Adobe Acrobat format)

Task III-5 Payment Schedule:

Lump sum payment amounts will be based on 2% of the individual Capital Project OPCCs developed in Task 5.1. The lump sum payments per project will be distributed as follows:

1. 50% of lump sum at completion of draft Conceptual Design.
2. 50% of lump sum at completion of final Conceptual Design.

Task III-6 - Periodic Studies

During the Performance Phase, periodic studies will be performed to provide for the update of the Annual Plan based upon actual system condition, capacity, and operations and maintenance data.

The PROGRAM MANAGER will conduct water distribution and wastewater collection system studies periodically to comply with the Clean Water Act and other regulations. The PROGRAM MANAGER will update the Annual Plan each year and propose additions, changes, or deletion of studies. The studies will define the system condition in terms of age and functional state and verify the current adequacy of the system in terms of capacity, flow, dynamic characteristics, environmental compliance, and system failure protection. This involves updating capacity analyses to define and characterize the current critical system parameters. Proposed studies and their frequency will consist of the following:

Task III-6.1 - Inventory, GIS, Mapping, and Model Updates (Water and Wastewater) – Annually after Year 1

Task III-6.2 - Leak Detection Studies – Every five years, first performed in Year Five

Task III-6.3 - Condition Assessments – Annually after Year 1

Task III-6.4 - Master Plan Updates (Water and Wastewater) – Every five years, First performed in Year Five

Task III-6.5 - Lead and Copper Assessment (Water) – Year 3 only

Task III-6.6 - Regulatory Assessment – Annual after Year 3

Task III-6.1 - Inventory, GIS, and Mapping Updates (Performed Annually after Year 1)

After initial updates are made to bring the existing inventory up-to-date, new attributes due to such items as equipment replacement, system rehabilitation, and new piping will be added to the inventory on an annual basis. The inventory data collected will be updated throughout the life of the contract. Additional physical attributes and condition attributes will be added to the inventory to meet the needs of the operations and maintenance crews. The GIS database will be populated with any new inventory and survey data collected during each year. The GIS will then be updated periodically during the year and submitted semi-annually to the TRUST and TAFB to show changes in the systems that are included in the Annual Plan.

After initial updates are made to bring existing maps up to date, maps of the water and wastewater system will be updated as-needed to reflect changes or discrepancies in the water and wastewater systems as identified by staff. The revised Inventory, GIS and Mapping information will be provided to update and validate the water and wastewater hydraulic models. New utility assets constructed during the year will be added to the maps. Assets not previously mapped will be added as encountered and located.

Deliverables:

1. March inventory updates (database files).
2. November inventory updates (database files).

Task III-6.2 - Sewer Smoke Detection Studies (First performed in Year Five)

Smoke detection studies will be performed every 5 years to determine locations of potential I&I in the gravity wastewater system due to items such as pipe settlement and root intrusion. Smoke detection studies will identify locations in the system and help make appropriate and cost-effective recommendations to reduce system inflow and infiltration. The PROGRAM MANAGER will deliver a Draft Smoke Detection study of the wastewater systems, and upon receiving and incorporating TRUST comments, will deliver a Final Smoke Detection study.

Deliverables:

1. Draft Wastewater system smoke detection studies (Microsoft Word and/or Adobe Acrobat format)
2. Final Wastewater system smoke detection studies (Microsoft Word and/or Adobe Acrobat format)

Task III-6.3 - Condition Assessments (Annually after Year 1)

For the water and wastewater assets, visual inspections will be performed by the PROGRAM MANAGER as notated below on above-ground infrastructure.

- Booster Stations and Wells (performed every other year offset of Lift stations, beginning with Year 4) - visual inspection on all above ground appurtenances and buildings to include, but not limited to: coatings/corrosion, operational/safety, code/regulatory requirements, useful life, maintenance, and enhancements
- Water Tanks (one tank per year on a 5-year rotation) - visual and specialized tank inspection inspections to include, but not limited to: fencing, foundation, structure, coating/corrosion, appurtenances, ladders, roof, cathodic protection, pipes, manways, interior coating, interior water quality

- Water Lines, Vaults, Pressure Reducing Valves, and Fire Hydrants (annually) - visual inspection to include, but not limited to: vault safety hatches, vault concrete, vault appurtenances, water valve box covers, fire hydrant paint, fire hydrant caps, bolts
- Lift Stations, valve vaults, and appurtenances (performed every other year offset of booster station, beginning in Year 5) - visual inspection on all above ground appurtenances and buildings to include, but not limited to: coatings/corrosion, operational/safety, code/regulatory requirements, useful life, maintenance, and enhancements
- Wastewater Lines, Aerial Crossings, and Manholes (annually) - visual inspection to include, but not limited to: PACP using CCTV inspections, aerial crossing structure, aerial crossing debris, MACP Level 2 using CCTV, any signs of erosion near wastewater lines or manholes

The PROGRAM MANAGER will compile condition information obtained throughout the year, from the TRUST's asset management data, from the O&M Operator, and any other specialized inspections, into condition assessment reports. Results will be used to determine and prioritize maintenance and capital requirements such as flushing, root treatment, grease treatment, point repairs, replacement, and rehabilitation. The condition assessment reports will be separated as follows:

- Booster Stations and Wells
- Water Tanks
- Water Lines, Vaults, Pressure Reducing Valves, and Fire Hydrants
- Lift Stations and force mains
- Wastewater lines, Aerial Crossings, and Manholes

Deliverables:

1. Draft Condition Assessment Reports for each system (Adobe Acrobat format)
2. Final Condition Assessment Reports for each system (Adobe Acrobat format)

Task III-6.4 - Master Plan Updates (First performed in Year Five)

Tinker AFB's existing facilities require periodic review and evaluation to determine improvements and system modifications that will be required in the future to accommodate planned development, optimize system performance, and maximize operational efficiencies. The need to update and provide the necessary capital upgrades and renewals and replacements to accommodate anticipated growth and interim improvements are the key issues to be addressed in the Master Plans. This will provide a planning tool for replacement of components as they approach their maximum capacity. The studies will also serve to identify requirements for system expansion/modifications including upgrades necessary to meet TAFB's current and future needs and any new regulatory compliance requirements.

Deliverables:

1. Draft Master Plan Update Report (Microsoft Word and/or Adobe Acrobat format)
2. Final Master Plan Update Report (Microsoft Word and/or Adobe Acrobat format)

TASK III-6.5 – Lead Service Line Assessment (Year 3)

A Lead Service Line Assessment will be conducted to meet the requirements of the Lead and Copper Rule. A desktop evaluation to identify where potential lead service lines may exist will be completed using data from service line records and building ages. Based on the desktop evaluation results, a visual inspection program (potholing) will be developed to assess these lines. The PROGRAM MANAGER will provide locations for a contractor provide potholing services and the PROGRAM MANAGER to visually inspect

the suspect lines. If service lines with lead are found, TRUST and the PROGRAM MANAGER will develop a capital program in compliance with the Lead and Copper Rule.

Deliverables:

1. Map of potential lead service lines
2. Dig permit(s) data for pothole contractor
3. Report of pothole results
4. Draft Report (Findings and Abatement Plan)
5. Final Report (Findings and Abatement Plan)

TASK III-6.6 - Regulatory Assessment (Annually)

Regulatory drivers are a leading cause of upgrades required to the water and wastewater systems. On at least an annual basis, the PROGRAM MANAGER will conduct a review of relevant regulations, current or pending. The result will be a proactive approach to define capital upgrades required by such regulations for current and long-term regulatory compliance. Any identified capital upgrades will be integrated with the Annual Plan process (Task III-3).

A partial list of the codes and standards the PROGRAM MANAGER will consider in developing upgrades is provided below:

1. OSHA
2. Americans with Disabilities Act (ADA)
3. Federal Codes and Regulations including CFR 141 and 143
4. EM 38 3-1.1 USACE Safety and Health Requirements Manual
5. American Water Works Association
6. WEF Recommended Practices
7. Federal EPA and ODEQ Regulations
8. U.S. Public Health Service Standards
9. Air Force and Tinker AFB Regulations
10. National Fire Protection Association Codes and Standards
11. Oklahoma City Ordinances and Specifications

Deliverables:

1. Draft Regulatory Assessment (Microsoft Word and/or Adobe Acrobat format)
2. Final Regulatory Assessment (Microsoft Word and/or Adobe Acrobat format)

Task III-6 Payment Schedule:

1. Task III-6.1 - Inventory, GIS, and Mapping Updates (Annually)
 1. Monthly – 5% of the lump sum amount
 2. March update sent to TAFB – 20% of the lump sum amount
 3. November update sent to TAFB – 20% of the lump sum amount
2. Task III-6.1 - Smoke Detection Study (First performed in Year Five)
 1. Submittal of Draft Wastewater System Smoke Detection Study – 50% of lump sum amount
 2. Acceptance of Final Wastewater System Smoke Detection Study – 50% of lump sum amount

3. Task III-6.3 - Condition Assessments
 1. Submittal of Four Draft Condition Assessment Reports – 15% each of the lump sum amount
 2. Acceptance of the Four Final Condition Assessment Reports – 10% each of the lump sum amount
4. Task III-6.4 - Master Plan Updates (First performed in Year Five)
 1. Submittal of Draft Master Plan Update Report – 60% of the lump sum amount
 2. Acceptance of Final Master Plan Update Report – 40% of the lump sum amount
5. Task III-6.5 - Lead Service Line Assessment
 1. Submittal of Map of potential lead service lines – 30% of the lump sum amount
 2. Submittal Dig permit(s) coordination for pothole contractor – 10% of the lump sum amount
 3. Draft Report (Findings and Abatement Plan) – 35% of the lump sum amount
 4. Final Report (Findings and Abatement Plan – 25% of the lump sum amount
6. Task III-6.6 - Regulatory Assessment
 1. Submittal of Draft Regulatory Assessment (Microsoft Word and/or Adobe Acrobat format) – 60% of the lump sum amount
 2. Acceptance of Final Regulatory Assessment (Microsoft Word and/or Adobe Acrobat format) – 40% of the lump sum amount

Task III-7 Additional Services

Task III-7.1 Audit Assistance

The PROGRAM MANAGER may be requested to provide support during TRUST internal audits or if DLA Energy requires an audit of the TRUST's Contract with the Government. If audit support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Task III-7.2 Resident Inspection

The PROGRAM MANAGER may be requested to provide support to the TRUST for inspection of Third-Party Construction projects connecting to OCWUT's systems at Tinker AFB. These projects are being built by the Government and turned over to the TRUST later. If Resident Inspection support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Task III-7.3 Additional GIS Support

The PROGRAM MANAGER may be requested to provide support to the TRUST to make additional modifications to the GIS data for use at Tinker AFB. If additional GIS support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Expected activities include, but are not limited to:

- Adding inverts on the manholes and pipes
- Adding slopes to wastewater pipes
- Adding water valves for isolation
- Adding water zones
- Creating and adding a project tracking database and related layer
- Linking CCTV data to wastewater pipes
- Linking As-Built records to asset data
- Creating a utility network

Task III-7.4 Federal Government Support

The PROGRAM MANAGER may be requested to provide support to the TRUST or TAFB to participate in special studies, reviews, and audits during the course of this Contract. If support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Expected activities include, but are not limited to:

- Engineering reviews of other water and wastewater system-related projects to enhance energy conservation and energy security and reliability
- Energy audits
- Post Conveyance Reviews (PCR)

Task III-7.5 Cybersecurity Support

The PROGRAM MANAGER may be requested to provide support to the TRUST for analysis of cybersecurity gaps and recommendations for remediation actions to achieve compliance with Federal cybersecurity requirements. Cybersecurity requirements may change as the Contract matures and may require new compliance assessments and updates to OCWUT's cybersecurity programs. If support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Task III-7.6 Additional Undetermined Support

The PROGRAM MANAGER may be requested to provide support to the Trust or TAFB for unforeseen or undetermined items related to the federal contract or the water and wastewater system on TAFB. If additional support is required, the PROGRAM MANAGER and the TRUST will estimate the hours required and agree upon a Not-to-Exceed limit for required support. The PROGRAM MANAGER'S rate card will be used to estimate the fee based on the expected amount of hours per relevant position.

Professional Service Agreement
Attachment “B”
(“GUERNSEY’s Project Team and Clients’ Administrative Team”)

GUERNSEY’s Project Manager shall be Paul Ryckbost and GUERNSEY may not change GUERNSEY’s Project Manager without the prior written consent of the Clients’ Contract Administrator.

The GUERNSEY may not modify, revise or change any other member of the GUERNSEY’s Project Team without the prior written consent of the Clients’ Contract Administrator, which if the GUERNSEY clearly and convincingly presents verifiable documentation and information that the GUERNSEY’s Project Team replacement is equally skilled with the listed team member, the Clients’ Contract Administrator’s consent will not be unreasonably withheld.

The Clients' Contract Administrator shall be the General Manager of OCWUT and/or designee.

**Professional Service Agreement
Attachment "D"
("Schedule of Fees")**

Attached behind this page is the Schedule of Fees which provides the milestone payments upon which the GUERNSEY may be paid in accordance with this Agreement.

Guernsey Billing Rates

Labor Category	2020 Hourly Rate	CPI-U South		
		Jan-20	Jan-24	2024 Rates
Principal	\$330.00	248.00	300.42	\$399.75
Program Manager	\$265.00	5	1	\$321.01
Senior Consultant / Senior Engineer / Architect	\$250.00			\$302.84
Consultant / Engineer / Architect	\$200.00			\$242.27
Senior Associate / Senior Designer / Senior Analyst	\$175.00			\$211.99
Associate / Designer / Analyst	\$140.00			\$169.59
Engineering Tech	\$114.00			\$138.09
Administrative	\$89.00			\$107.81

Hourly rates are effective January 1, 2020 and will be adjusted annually according to Consumer Price Index for All Urban Consumers (CPI-U), South Region.

Key Personnel

Principal-in-Charge – Jared Stigge, Guernsey

Program Manager – Paul Ryckbost, Guernsey

Associate Program Manager – Lauren Creutz, Guernsey

**TAFB Municipalization Scope of Work
Phase III Fee Schedule - Year 3**

Task	Item	Updated Fee
III-1	Program Management	\$1,377,533
III-2	Engineering and Construction Oversight	\$364,037
III-3	Annual Capital Upgrades and Renewals and Replacements Plan	\$470,158
III-4.1	Condition Assessment (YR 1 Only)	\$0
III-4.2 & .3	System Hydraulic Model (YR 1 Only)	\$0
III-4.4	System Master Plan (YR 1 Only)	\$0
III-5	Capital Project Oversight	\$159,181
III-6.1	Inventory, GIS, and Mapping Updates - Annual after YR 1	\$106,121
III-6.2	Sewer Smoke Detection Studies - Every 5 years	\$0
III-6.3	Condition Assessments – Annual after YR 1	\$159,181
III-6.5	Master Plan Updates – Every 5 years	\$0
III-6.5	Lead Service Line Assessment (YR 3)	\$100,000
III-6.6	Regulatory Assessment - Annual after YR 3	\$0
		\$2,736,210

**TAFB Municipalization Scope of Work
Phase III Fee Schedule - Year 4**

Task	Item	Updated Fee
III-1	Program Management	\$1,405,084
III-2	Engineering and Construction Oversight	\$263,074
III-3	Annual Capital Upgrades and Renewals and Replacements Plan	\$243,547
III-4.1	Condition Assessment (YR 1 Only)	\$0
III-4.2 & .3	System Hydraulic Model (YR 1 Only)	\$0
III-4.4	System Master Plan (YR 1 Only)	\$0
III-5	Capital Project Oversight	\$243,547
III-6.1	Inventory, GIS, and Mapping Updates - Annual after YR 1	\$108,243
III-6.2	Sewer Smoke Detection Studies - Every 5 years	\$0
III-6.3	Condition Assessments – Annual after YR 1	\$270,608
III-6.5	Master Plan Updates – Every 5 years	\$0
III-6.5	Lead Service Line Assessment (YR 3)	\$0
III-6.6	Regulatory Assessment - Annual after YR 3	\$50,000
		\$2,584,104

**TAFB Municipalization Scope of Work
Phase III Fee Schedule - Year 5**

Task	Item	Updated Fee
III-1	Program Management	\$1,433,185
III-2	Engineering and Construction Oversight	\$268,336
III-3	Annual Capital Upgrades and Renewals and Replacements Plan	\$248,418
III-4.1	Condition Assessment (YR 1 Only)	\$0
III-4.2 & .3	System Hydraulic Model (YR 1 Only)	\$0
III-4.4	System Master Plan (YR 1 Only)	\$0
III-5	Capital Project Oversight	\$248,418
III-6.1	Inventory, GIS, and Mapping Updates - Annual after YR 1	\$110,408
III-6.2	Sewer Smoke Detection Studies - Every 5 years	\$220,816
III-6.3	Condition Assessments – Annual after YR 1	\$276,020
III-6.5	Master Plan Updates – Every 5 years	\$110,408
III-6.5	Lead Service Line Assessment (YR 3)	\$0
III-6.6	Regulatory Assessment - Annual after YR 3	\$55,204
		\$2,971,214