

**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT
CH GUERNSEY & COMPANY (C149054)**

This Amendment No. 4 (“Amendment”) to the Professional Services Agreement (C149054) (“Agreement”) is entered into _____ 2nd ___ day of August, 2022 (“Effective Date”) by and between the City of Oklahoma City and Oklahoma City Water Utilities Trust (“TRUST) and CH GUERNSEY & COMPANY (“GUERNSEY”).

WITNESSETH:

WHEREAS, the TRUST and the Stantec Consulting Service, Inc. (“Stantec”) entered into the Professional Services Agreement (CC149054) with GUERNSEY as a subcontractor May 27, 2014, for water and wastewater analysis services with a subsequent Assignment and Amendment reallocating and realigning the roles of Stantec and GUERNSEY dated January 21, 2022.

WHEREAS, the TRUST determined that there was a need for design services for an operations building on site at Tinker AFB that would be used for the municipalization of the water and wastewater systems at Tinker Air Force Base and these design services were set out in the Assignment and Amendment;

WHEREAS, further services are needed that include bidding services, construction administration, as-builts, and inspections services for this project; and

WHEREAS, GUERNSEY has agreed to provide the additional services as an amendment to Attachment “A” Phase 2 and Phase 3 Project Description and Scope of Services.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to amend the Agreement to add to Attachment “A” Phase 2 and Phase 3 Project Description and Scope of Services, Phase II Transition Phase, Task III-14-WCU11 and WWCU Trust Operations Building Design the following:

Task II-14 Final Plan Services, Bidding Services, Construction Administration Services, As-built Drawing Services, Inspection Services, attached;

Task II-14 Compensation and Schedule of Values, attached; and

Task II-14 Additional Services, attached.

FURTHERMORE, except as modified and amended herein, all other terms and provisions of the Professional Services Agreement (C149054) 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. 4 and the provisions of the Agreement, the provisions of this Amendment No. 4 will control.

APPROVED by the authorized signatory of Guernsey

on, 22 day of July, 2022.

Summer L Deibel Sr. Vice President
Name, Title

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 2nd day of August, 2022.

**OKLAHOMA CITY WATER
UTILITIES TRUST**

Amy K. Simpson
SECRETARY



Jim D. Cook
CHAIRMAN

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City

this 16th day of August, 2022.

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Patricia Mann
Assistant Municipal Counselor

Task II-14 Final Plan Services, Bidding Services, Construction Administration Services, As-built Drawing Services, Inspection Services.**A. Final Plan Services - Task 2**

- (1) Prepare final plans, specifications, and a construction cost estimate.
- (2) Prepare detailed plans and specifications, using wherever applicable, City standards, details, and specifications for such work. GUERNSEY shall complete said plans and specifications for submission to the City for its approval.
 - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the TRUST'S General Manager or designee, prior to preparation of plans.
 - b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
 - c. GUERNSEY shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project.
- (3) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, GUERNSEY shall enlist the aid of a Registered Professional Engineer to prepare construction documents as may be required for these improvements and submit same to the TRUST'S General Manager, or designee, for approval. Detailed construction plans will be required on all storm sewer, sanitary sewer, waterlines, and paving construction and shall include the following:
 - a. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
 - b. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
 - c. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
 - d. The horizontal scale used on plan and profile sheets shall be 1"=30' or 1"=40'. The vertical scale shall be 1"=3' or 1"=4'.
 - e. Sheet size shall be 24" x 36".
 - f. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.
 - g. On construction plans the streets should reflect the name, existing surface, and existing and proposed right-of-way width.
 - h. All utility easements shall have a minimum width of fifteen (15) feet.

- i. All elevations shown on the plans shall be based on United States Geological Survey datum.

GUERNSEY shall assemble said plans and specifications for submission to the TRUST for its approval.

- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) When required, the 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations.

Furnish TRUST one (1) PDF copy of the project 60% plans for review along with a detailed Estimated Construction cost estimate for said improvements, extensions, and repairs. This submittal does not stop, impact, or otherwise delay GUERNSEY'S contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.

- (6) When required the 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the 60% plan submittal.

Upon completion of 95% final plans, GUERNSEY will submit to the project manager one (1) PDF copy of the plans and specifications for review by appropriate departments/divisions. Upon completion of the "check print" reviews, GUERNSEY shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, GUERNSEY will then submit final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.

- (7) When required the Final Plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the Final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Upon final approval by the Project Manager, prepare and furnish the TRUST an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the TRUST, employing standard TRUST forms, in completed form.

Furnish the TRUST one (1) PDF of the final plans and specifications along with one (1) printed full size set and two (2) printed half-size sets, all free of cost to the TRUST. The cost of any additional copies of plans and specifications as the TRUST may require will be reimbursed at the actual cost thereof.

- (8) Meet with the TRUST or its representatives at any time requested for consultation or conference as directed in writing by the TRUST'S General Manager or designee.
- (9) Prior to the submission of Bidding Documents to the TRUST for solicitation of Bids, GUERNSEY shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies, and applications for submission to TRUST, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the TRUST.
- (11) It is GUERNSEY'S responsibility to determine the building permits required for the project. GUERNSEY shall submit complete sets of separate plans for each permit required.
- (12) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. GUERNSEY shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum.

- (13) Final design shall include a Furniture, Fixtures, and Equipment (FF&E) package. GUERNSEY will prepare up to three (3) options for the FF&E and the TRUST will select one (1) option to include in the Bidding Documents.

B. Bidding Services - Task 3

- (1) Meet with the TRUST or its representatives at any time requested for consultation or conference, as directed in writing by the TRUST'S General Manager, or designee. In this connection, GUERNSEY shall hold at least one (1) Pre-Bid Conference with prospective Bidders at a location determined by the TRUST'S General Manager, or designee.
- (2) Answer all TRUST and Bidder's questions regarding the bidding of the project and upon approval by the TRUST'S General Manager, or designee, prepare an electronic copy of all addendums for distribution.
- (3) The TRUST will receive the Bids through the Electronic Bidding System and GUERNSEY will receive a copy of the Bids from the TRUST. GUERNSEY will review and evaluate the Bids and will make recommendations to the TRUST for an award. GUERNSEY shall assist, review, and make recommendations to the TRUST on all construction contract issues.
- (4) If Bids are received, all of which exceed the Estimated Construction Cost, GUERNSEY shall revise its plans as directed by the TRUST, pursuant to the paragraph "Estimated Construction Cost" of this Contract.

C. Construction Administration Services – Task 4

- (1) GUERNSEY shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. GUERNSEY will have the authority to act on behalf of the TRUST only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the TRUST or its representatives at any time requested for consultation or conference as directed in writing by the TRUST'S General Manager.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the TRUST, and all other interested parties. The TRUST'S General Manager, or designee, will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project,

GUERNSEY will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor. GUERNSEY will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Bidding Documents.

- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the TRUST and its representatives or the Construction Contractor, to safeguard the TRUST against defects and deficiencies in the construction. When making such interpretations and decisions, GUERNSEY will endeavor to secure faithful performance by the Construction Contractor. GUERNSEY does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the TRUST for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the TRUST.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (8) GUERNSEY shall visit the site with qualified architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. GUERNSEY will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, GUERNSEY is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. GUERNSEY will keep the City informed of progress of the work and will endeavor to guard the TRUST against defects and deficiencies of the work. GUERNSEY does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the

work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.

- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the TRUST.
- (10) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the TRUST a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Guernsey's consultants will be through GUERNSEY. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other TRUST contractors will be through the TRUST'S General Manager, or designee. GUERNSEY shall be available at all times for the purpose of communication.
- (13) GUERNSEY shall recommend rejection to the TRUST of work that does not conform to the Bidding Documents. At any time during construction, GUERNSEY may be given the authority to require additional inspection or testing of the work by the TRUST'S General Manager, or designee.
- (14) GUERNSEY shall review for conformance with Bidding Documents and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. GUERNSEY'S review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. GUERNSEY'S review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the TRUST as required by the Bidding Documents. GUERNSEY'S review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means,

methods, techniques, sequences, or procedures. GUERNSEY'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- (15) GUERNSEY shall reply to Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. GUERNSEY may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the TRUST'S General Manager, or designee, and shall be binding upon the Construction Contractor.
- (16) GUERNSEY shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. GUERNSEY shall receive and forward to the TRUST all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The GUERNSEY will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) GUERNSEY will review daily reports furnished by the TRUST'S inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by GUERNSEY and resolved with the Construction Contractor and the TRUST. GUERNSEY'S duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing, or procedures or for safety precautions and programs in connection with the work.
- (18) GUERNSEY shall maintain a record ("log") of all documents it receives, creates, or transmits during the construction of the project. The log shall include time requirements of responses if needed.
- (19) Assumptions:
 - Construction duration of no more than 12 months.
 - Payment of material testing is not the responsibility of GUERNSEY.
 - Payment of special inspections is not the responsibility of GUERNSEY.
 - Payment of Plan Review/Building Permit Fee(s) is not the responsibility of GUERNSEY.

D. As-Built Drawing Services - Task 5

- (1) Upon termination or completion of this Contract, GUERNSEY shall, at its expense, correct the original drawings, show all as-built changes based on information from the Construction Contractor, reflecting the actual construction of the project and shall furnish the TRUST, without expense, electronic files in the latest AutoCAD version compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
- (2) Upon termination or completion of this Contract, GUERNSEY shall also furnish the TRUST, without cost to the TRUST, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time GUERNSEY shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- (3) GUERNSEY shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, GUERNSEY shall provide to the City an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed, or remodeled as a part of the construction project.

DI. Inspection Services – Task 6

- (1) GUERNSEY shall provide a qualified Inspector to perform the work identified within this task.
- (2) Prior to the advertisement for bids, prepare and submit to the TRUST, for review and acceptance, a resume showing the Inspector's experience and qualifications for this particular project. However, the TRUST, through its review and acceptance, does not take any responsibility or liability for the Inspector or their work.
- (3) The Inspector will attend all pre-bid and pre-work conferences.
- (4) The Inspector shall perform inspection of all work under the Construction Contract.
- (5) The Inspector shall perform inspection of all materials received at the construction site and shall ensure that their storage is in accordance with all Construction Contract Requirements, manufacturer requirements and/or material labels.

- (6) Should work-in-progress or completed work be identified to not meet the requirements of the Construction Contract Documents, the Inspector shall immediately notify the Construction Contractor, GUERNSEY, and the TRUST if the Inspector believes the work does not conform to the contract documents.
- (7) The Inspector shall attend all job site meetings and shall report to GUERNSEY and the TRUST all issues concerning progress, quality assurance, quality control and dispute resolution.
- (8) The Inspector shall maintain at a readily available location, a copy of all Construction Contract documents and other pertinent documents in an orderly manner including a current set of construction documents annotated to include all Construction Contract related changes and clarifications. The documents shall include, but not limited to, Construction Contract Documents, Requests for Information (RFIs) and the subsequent response to the RFI, Discrepancy and Nonconformance Reports, supplemental drawings, Engineer approved shop drawings, submittals, samples, and color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a Construction Contractor directory.
- (9) The Inspector shall prepare and submit a Daily Inspection Report to GUERNSEY and the TRUST and the Construction Contractor.
- (10) The Inspector shall maintain all shop drawings, project data, or samples in an easily retrievable filing system.
- (11) The Inspector shall maintain a daily logbook or diary, recording all pertinent inspections, including but not limited to:
 - a. Inspector's time and activities;
 - b. Weather conditions at the site;
 - c. The nature and location of work being performed by the Construction Contractor;
 - d. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such inspections;
 - e. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
 - f. Copies of all reports made to the Construction Contractor of nonconforming work;
 - g. Description of all disputes among the Construction Contractor, Subcontractors and Suppliers; and
 - h. Description of how each dispute or nonconforming work is resolved.
- (12) The Inspector shall be present at the construction site while any critical

installations and/or necessary testing will be required, is proceeding and shall provide inspection of the quality of construction on a regular and consistent manner. The Inspector will have authority to act on behalf of the TRUST only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with Construction Contract Documents.

- (13) The Inspector shall pre-review the Contractor's pay application to reconcile pay quantities, review, and sign the time of completion report, and initial the pay application.
- (14) The Inspector may NOT (unless authorized by the TRUST):
 - a. Authorize deviations from the Construction Contract Documents.
 - b. Conduct or participate in tests or third-party inspections.
 - c. Assume any of the responsibilities of the Construction Contractor, subcontractors, or suppliers.
 - d. Expedite the work for the Construction Contractor.
 - e. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
 - f. Authorize the TRUST to beneficially occupy or begin operation and use of the facilities in whole or part.
 - g. Reject work or require special inspection or testing.
 - h. Order the Construction Contractor to stop the work or any portion thereof.
- (15) The discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyls (PCBs), lead, or other toxic substances is not the responsibility of the Inspector. If the Inspector has actual notice of such hazardous materials, he/she shall notify GUERNSEY and the TRUST immediately of its discovery.

F. Compliance with Laws, Ordinances, Specifications and Regulations. GUERNSEY shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract.

G. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created, or accumulated in performing this Contract, are and shall remain the property of the TRUST and may be reproduced, distributed, and published in whole or part without permission or any additional payments or fees to GUERNSEY. Reuse of said documents by the TRUST

shall be at the TRUST'S risk and responsibility and not that of GUERNSEY. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, GUERNSEY shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of GUERNSEY.

- H. References Not Incorporated. The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects (AIA) or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
- I. Standard of Care. In providing the work and services herein, GUERNSEY shall maintain during the course of this Contract the standard of reasonable care, skill, diligence, and professional competency for such work and/or services. GUERNSEY agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence, and professional competence required of GUERNSEY.
- J. Fixed Limit of Construction. If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by GUERNSEY, exceeds the Fixed Limit of Construction or funds available for this project, GUERNSEY, at no increase or additional cost to the TRUST, shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction.
- K. Design Corrections. GUERNSEY agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by GUERNSEY, at no cost to the TRUST. GUERNSEY further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. GUERNSEY is not relieved of liability for design errors, deficiencies, or inadequacies undiscovered by the TRUST upon its review or inspection, nor is GUERNSEY relieved from liability for the TRUST'S lack of review or inspection of said documents.
- L. Backup Required. In accordance with good Engineering practices, GUERNSEY must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as "data") in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively "loss"), GUERNSEY must timely recreate all data within the original time frame of the contract at its sole cost. No extensions or additional time will be granted GUERNSEY for loss of data. No additional payment or reimbursement will be made to GUERNSEY for loss of data. GUERNSEY will be responsible for any and all costs, expenses, or lost opportunities incurred by TRUST, and construction contractor resulting from the failure to meet

schedules, milestones, performance standards, or performance requirements related to loss of data.

- M. Notice of Design Limitations. GUERNSEY will immediately advise the TRUST at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
- N. Sub-consultants. GUERNSEY agrees to submit for approval by the TRUST, prior to their engagement, a list of any sub-consultants or subcontractors GUERNSEY intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. GUERNSEY shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
- O. Nondiscrimination. In connection with the performance of work and/or services under this Contract, GUERNSEY agrees as follows:
- (1) GUERNSEY shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). GUERNSEY shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. GUERNSEY shall agree to post, in conspicuous places, Exhibit D.
 - (2) In the event of GUERNSEY'S noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled, or terminated by the TRUST. The TRUST may declare GUERNSEY ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by GUERNSEY.
 - (3) GUERNSEY agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.
- P. No Damage for Delay. No payment, compensation, or adjustment of any kind (other than an approved extension of time) shall be made to GUERNSEY for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. GUERNSEY agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

Task II-14 Compensation and Schedule of Values

Under the terms of this Contract, GUERNSEY agrees to perform the work and services described in this Contract. The TRUST agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$564,501.21 (an increase of \$262,935), which includes: for Basic Services an amount not to exceed \$524,501.21 (an increase of \$222,935) and for Additional Services, an amount not to exceed \$40,000.

Basic Work and Services

Compensation for basic services may not exceed \$564,501.21 (an increase of \$262,935), , and in no event may GUERNSEY receive compensation in excess of the amount listed for each task for performance of its basic services. Payments for necessary surveys and geotechnical investigations will be passed through the GUERNSEY to the TRUST and not be considered part of Additional Services.

GUERNSEY may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 2 an amount not to exceed: \$368,316.00 (increase of \$66,750.00)	Approval by the City of Furniture, Fixtures, and Equipment plan and 100% design changes.
Task 3 an amount not to exceed: \$18,715.00 (increase of \$18,715.00)	Award of the construction contract to the successful bidder, inclusive of FF&E.
Task 4 an amount not to exceed: \$94,146.81 (increase of \$94,146.81)	Turnover of the completed project to the City. Said amount is to be paid proportionately to the level of completion of the project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.
Task 5 an amount not to exceed: \$10,830.85 (increase of \$10,830.85)	Upon satisfactory completion and acceptance of the as-built drawings.
Task 6 an amount not to exceed: \$32,492.55 (increase of \$32,492.55)	Turnover of the completed project to the City. Said amount is to be paid proportionately to the level of completion of the project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.

Task II-14 Additional Services

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The GUERNSEY may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Provide additional Project contract administration services beyond the estimated duration of construction (365 calendar days) starting on the date the Contractor is issued a Work Order.
2. Provide additional part-time or full-time Project on-site observation services beyond the estimated duration of construction (365 calendar days) starting on the date the Contractor is issued a Work Order.
3. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
4. Prepare additional documents required for right-of-way and/or easement acquisitions beyond those included in Basic Services.
5. Any other Additional Services agreed to in writing by the General Manager.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$40,000.00. This allowance is to be used and paid to the GUERNSEY in the manner established in this Contract. The Additional Services compensation may only be used upon prior written authorization by the Utilities General Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this Project by the GUERNSEY'S employees, sub-consultants, and subcontractors and shall be accounted for separately for each Additional Service performed.