



TASK ORDER NO. 8 TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
Between Heart of the Valley Metropolitan Sewerage District (Owner) and
Donohue & Associates, Inc. (Donohue)
Date of Original Executed Agreement: September 13, 2019

TASK ORDER 8
Effluent Filtration Improvements Project Construction-Related Services (CRS)

The Owner is retaining Donohue for construction phase engineering services during the construction of the Effluent Filtration Improvements Project. Generally, the project includes the following improvements to the wastewater treatment facility:

The Work of this Contract is generally described as replacement of the existing tertiary sand filtration system with disc filters and chemical conditioning, and includes a building expansion for chemical storage, construction of a splitter structure and flow transfer structure, rehabilitation and modification of an existing chlorine contact channel, conversion of an existing electrical equipment room to a locker room and lactation room, and modification of several manholes. The project includes site work, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

Donohue produced the Bidding and Construction Documents for this Project. The Standard General Conditions in the Construction Documents were prepared by the Engineers Joint Contract Document Committee (EJCDC 2018). Donohue will serve as the Engineer as defined in the EJCDC Standard General Conditions and amended by the Supplementary Conditions.

The Construction Contract requires the Work performed by the Contractor to be completed and ready for final payment no later than October 29, 2024.

A. SCOPE OF SERVICES

Construction phase engineering services to be provided by Donohue for this Project under this Agreement are as follows:

1.0 Construction Phase Engineering Services.

Upon successful completion of the Bidding Phase, and upon award of a Construction Contract by the Owner, Engineer shall provide the following Construction Phase Services for this Project:

- 1.1 *Conformed Documents for Construction.* Incorporate addenda items from the bidding phase into a conformed set of drawings and specifications for use during Construction. This set will become the Conformed to Contract Documents.

- 1.2 *Construction Contract Document Execution.* Assist the Owner in issuing the Notice to Proceed with Construction upon satisfactory execution of the agreement and submission of bonds and insurance by the Contractor.
- 1.3 *Pre-Construction Conference.* Attend and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Engineer to prepare and distribute minutes for Pre-Construction Conference.
- 1.4 *Project Meetings.*
 - 1.4.1 Attend monthly construction progress meetings, as appropriate, during construction. The progress meetings shall be conducted by the Contractor. Contractor shall prepare and distribute all monthly progress meeting minutes.
 - 1.4.2 Attend monthly District Commission meetings and provide project update, as requested. Attendance may be in person or virtual.
- 1.5 *Construction Contract Administration.*
 - 1.5.1 *Administration.* Consult with Owner and correspond with the contractor throughout the construction period including coordination with Contractor and Owner, periodic observation of the Work, project management and monthly project status reporting, project coordination including review and routing of construction related documents, schedule review, and general assistance to Owner throughout the construction period.
 - 1.5.2 *Clarifications and Interpretations.* Provide input to Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
 - 1.5.3 *Change Orders, Work Change Directives, and Cost Proposal Requests.* Provide input to Owner on Change Orders and Work Change Directives. Prepare Cost Proposal Requests, Change Orders, and Work Change Directives as required for Owner review and approval. Provide response to Contractor claims for changes to Contract.
 - 1.5.4 *Shop Drawings and Samples.* Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of Construction or to safety precautions and programs incident thereto.

1.5.4.1 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by a Contractor.

- 1.6 *Applications for Payment.* Review and provide input to Owner on monthly applications for payment and accompanying supporting documentation from the Contractor. Assist with monthly Clean Water Fund loan disbursement requests.
- 1.7 *Punchlist Preparation, Review, and Documentation.* Review the Work of the Contractor to produce a punchlist following the Contractor's request for Substantial Completion or Partial Utilization of portions of the work. Donohue's review will evaluate the installed condition for conformance with Contract Documents. Donohue will again review the Work to confirm the Contractor has completed the punch list items. Donohue assumed up to 8 trips to site by various groups of designers may be required to complete the punch lists associated with substantial and final completion.
- 1.8 *Record Documents.* Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received from the Contractor. The completed Record Drawing deliverables for the project shall consist of one full size and one half size printed-paper sets and an electronic set in PDF and AutoCAD format.
- 1.9 *Vendor Provided Training and Operation and Maintenance Materials.* Engineer shall review vendor provided training and operation and maintenance materials to confirm compliance with the contract documents.
- 1.10 *Unit Process System Operation and Maintenance Documents.* Engineer will prepare four individual Operation and Maintenance Documents. Each document will consist of a narrative text, illustrative figures and annotated photographs to demonstrate each system's operability. Each document will address automatic, remote manual, and local modes of system operation; flow paths; flow by-passing; and the startup and shutdown procedures. Each document will be updated to reflect additional information obtained after system has been in operation. Each document will be provided as electronic (PDF) format and hard copy. Two hard copies of each manual will be provided in 8.5x11 format in three-ring binders.

Engineer will prepare one document for each of the following unit process systems:

- Chemical Conditioning
- Disc Filters and Automatic Cleaning System
- Chemical Storage and Distribution
- Structure 060 HVAC Systems

- 1.11 *Visits to Site and Observation of Construction.* The Engineer will provide up to 540 site visits during the 27 month construction period to observe as an experienced and qualified design professional the progress and quality of the Work. Visits will be timed

to coincide with the work and frequency may vary throughout the project. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of a Contractor's Work in progress or to involve detailed inspections of a Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking and general observation of the Work based on Engineer's exercise of professional judgment. The structural, process, electrical, civil, and controls engineers will conduct up to 17 total supplemental visits.

1.11.1 The purpose of Engineer's visits to, and representation by the Resident Project Representative at the project site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase. Engineer shall not, during such visits or as a result of such observations of a Contractor's work in progress, supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work, or for any failure of a Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.12 *Training.* Individual overview training modules will be prepared. Engineer will provide on-site training of this information, up to 4 separate occasions. Individual training modules will be prepared for the following systems:

- Chemical Conditioning
- Disc Filters and Automatic Cleaning System
- Chemical Storage and Distribution
- Structure 060 HVAC Systems

1.13 *Start-up Services.* Engineer will prepare a Contractor Startup Checklist to aid the Contractor in preparing for and conducting the required equipment check-out and start-up. Engineer will review the Contractor Startup Checklist with the Contractor and Owner to receive their input, and will then revise the checklist accordingly. Engineer will participate in the Contractor/Vendor check-out and start-up of the appropriate unit process systems. Engineer will provide specific on-site start-up assistance for the Disc Filtration Process. Engineer will also develop a template to record lab bench data.

1.14 *Post Start-up Services.* Engineer will conduct up to eight on-site visits to provide assistance and additional training after the various unit process systems have been in operation. Additionally, teleconferencing and email will be used for further communications.

1.15 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of the Contractor, or of any of its subcontractors, suppliers, or of any other

individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

B. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Engineering Services will follow the schedule established by Contractor with project completion to occur on or before October 29, 2024.

C. COMPENSATION

1. Compensation for the work as defined in the Scope of Services (Part A) of this Agreement shall not exceed \$1,096,219 and shall be provided on the basis of time and materials plus expenses. Compensation will be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Expenses will be billed at cost.

See attached fee estimate summary for estimated breakdown.

2. Donohue will bill Owner monthly, with net payment due in 30 days.
3. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: _____

By: _____

Printed Name: _____

Printed Name: Michael W. Gerbitz

Title: _____

Title: Senior Vice President

Date: _____

Date: _____

Heart of the Valley Metropolitan Sewerage District
 WWTF Effluent Filtration Improvements Project
 Level of Effort and Compensation Table to Task Order 8 | Construction Phase Services
 Donohue & Associates, Inc.

Task	QC CCA \$ 220	CCA \$ 175	SrProcess Engr \$ 150	JrProcess Engr \$ 115	Electrical Engr \$ 185	JrControls Engr \$ 135	SrStructural Engr \$ 185	JrStructural Engr \$ 150	Arch Engr \$ 150	SrCivil Engr \$ 170	JrCivil Engr \$ 120	SrMech Engr \$ 170	Ops \$ 145	RPR \$ 175	Admin \$ 90	Total Hours	Total Labor	Travel	Total Cost
Pre-Contract and Activities	0	0	0	5	0	0	0	0	0	0	0	0	0	0	5	10	\$ 1,025	\$ -	\$ 1,025
Prepare Contract and Conformed Documents				5											5	10	\$ 1,025	\$ -	\$ 1,025
Pre-Construction and Progress Meetings	2	15	0	0	0	0	0	0	0	0	0	0	0	0	0	17	\$ 3,065	\$ -	\$ 3,065
Prepare for, Conduct, and Document Pre-Con Conference	2	15														17	\$ 3,065		\$ 3,065
Prepare for and Attend Monthly Progress Meetings (CCA + RPR)															0	0	\$ -		\$ -
Construction Phase Contract Administration	120	1,824	145	130	135	120	105	80	95	80	30	135	0	0	60	3,059	\$ 514,700	\$ 1,877	\$ 516,577
Administer Construction Contract (27mo@16hr/wk + 3mo@8hr/wk)	100	1,824														1,924	\$ 341,200		\$ 341,200
Provide Clarifications + Interpretations (40 RFIs)			30	10	25	25	30	10	10	15		25				180	\$ 29,000	\$ -	\$ 29,000
Prepare and Submit Change Order Recommendations (7 COs)	20		30	10	25	25	30	10	10	15		25				200	\$ 33,400	\$ -	\$ 33,400
Shop Drawings + Submittal Reviews and Responses			40	30	40	60		50	40	20	30	40			60	410	\$ 57,650	\$ -	\$ 57,650
Review and Recommend Contractor Payment Requests (CCA+RPR)																0	\$ -	\$ -	\$ -
Provide Responses to Contractor Claims			10		10		10		10	10		10				60	\$ 10,100	\$ -	\$ 10,100
Perform Designer Site Reviews and Documentation			25		25		25		15	10		25				125	\$ 21,200	\$ 1,387	\$ 22,587
Produce Substantial + Final Completion Punch List			10		10	10	10	10	10	10		10				80	\$ 12,950	\$ 490	\$ 13,440
Produce Record Drawings				80												80	\$ 9,200	\$ -	\$ 9,200
Operations Assistance and Documents	0	0	0	0	0	0	0	0	0	0	0	30	175	0	0	205	\$ 30,475	\$ -	\$ 30,475
Review Manufacturer O&M Materials													25			25	\$ 3,625	\$ -	\$ 3,625
Unit Process System Hybrid O&M Development												30	150			180	\$ 26,850	\$ -	\$ 26,850
On-Site Assistance	0	0	70	0	0	0	0	0	0	0	0	45	190	2,592	0	2,897	\$ 499,300	\$45,778	\$ 545,078
Provide On-Site Construction Observation (27mo@24hr/wk)														2,592		2,592	\$ 453,600	\$44,064	\$ 497,664
Prepare and Present Owner Training												20	80			100	\$ 15,000		\$ 15,000
Startup Services			40									15	80			135	\$ 20,150	\$ 1,061	\$ 21,211
Post-Startup Services			30									10	30			70	\$ 10,550	\$ 653	\$ 11,203
Total	122	1,839	215	135	135	120	105	80	95	80	30	210	365	2,592	65	6,188	\$1,048,565	\$47,654	\$ 1,096,219
Total Labor Dollars by Labor Class	\$ 26,840	\$321,825	\$ 32,250	\$ 15,525	\$ 24,975	\$ 16,200	\$ 19,425	\$ 12,000	\$ 14,250	\$ 13,600	\$ 3,600	\$ 35,700	\$ 52,925	\$453,600	\$5,850				

Project Costs		% of Total
Project Bid	\$16,495,000	
Design and Bidding Phase	\$688,580	4.2%
CRS Phase	\$1,096,219	6.6%
Total Engineering		10.8%

Anticipated 2024 rate > [redacted] < Anticipated blended rate: 2022, 2023, 2024