



**TASK ORDER 11B TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
Donohue & Associates, Inc. (Donohue)
Date of Original Agreement Executed September 13, 2019**

TASK ORDER NAME/DESCRIPTION

Name: Task Order 11B – Construction Related Services for Waste Tank Rehabilitation

Description: Donohue will provide construction related services and serve as the Engineer while the Contractor is doing the Work associated with the Waste Tank Rehabilitation project.

A. SCOPE OF SERVICES

See Exhibit A

B. PROJECT TIMING

See Exhibit A (Schedule)

C. COMPENSATION

Compensation for the Services shall be \$99,579. See Exhibit A for details.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Michael W. Gerbitz, PE

Title: Senior Vice President

Date: _____

Exhibit A: Scope, Schedule, and Fee

Contracting Framework

During the construction period, Donohue will serve as the “Engineer” as defined and delineated in the Contract Documents. The Contract Documents include the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC). The Supplementary Conditions amend the Standard General Conditions.

The Engineer and Contractor have separate contracts with the Owner. See Figure 1. The Engineer is the Owner’s representative during the construction period, administering the construction contract and providing oversight of the Contractor on behalf of the Owner in a manner consistent with the terms and conditions in the Contract Documents and this Engagement Document.

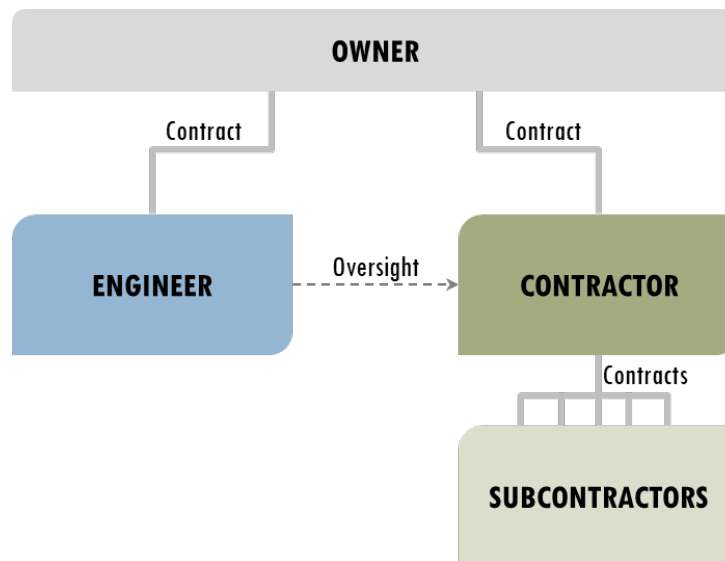


Figure 1 – Contractual Relationships during the Construction Period

Roles

Construction Administrator (CA) – The CA is a Donohue employee that administers the contract between the Owner and the Contractor. The CA takes an active role in the interpretation of the Contract Documents, enforcement of the Contract Documents, problem resolution, and conflict resolution.

Resident Project Representative (RPR) – The RPR is an on-site Donohue employee that acts as a liaison between the Owner, Contractor, the CA, and the design team members. The RPR provides services related to making sure the Contractor and Contractor’s Work adhere to the requirements of the Contract Documents. The RPR is the first response to field questions, consults with design team members to interpret and communicate design intent, provides input into the acceptability of contract payment applications, prepares reports documenting construction activities and progress, and, when necessary, obtains information and evidence related to unforeseen conditions.

Commissioning Manager (CM) – The CM is a Donohue employee that helps the Contractor coordinate the check-out and startup of process, electrical, and mechanical Systems associated with the Work. The CM communicates and enforces the requirements in the Contract Documents aimed at System commissioning.

Scope of Services

I. Construction Administration

- A. Construction Contract Document Execution – Assist the Owner in issuing the Notice to Proceed with Construction upon satisfactory execution of the Agreement for the construction project and submission of bonds and insurance by the Contractor.
- B. Pre-Construction Conference – Prepare for, attend, and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Prepare and distribute minutes for the Pre-Construction Conference. To be attended by the CA and RPR.
- C. Meetings –
 - 1. Monthly Engineer/Owner-Led Progress Meetings – Prepare for, attend, and conduct monthly construction progress meetings, as appropriate, during the Work. The progress meetings shall be led by the Owner and Engineer. Engineer shall prepare and distribute monthly progress meeting minutes. To be attended by the CA and RPR. Fee based on 6 progress meetings.
- D. Construction Contract Administration – Consult with the 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 the Owner throughout the construction period.
- E. Clarifications and Interpretations – Provide input to the Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- F. Change Orders, Work Change Directives, and Cost Proposal Requests – Provide input to the Owner on Change Orders and Work Change Directives. Prepare Cost Proposal Requests, Change Orders, and Work Change Directives as required for the Owner review and approve. Provide responses to Contractor claims for changes to the Contract.
- G. Submittals and Samples – Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that 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.
- H. Substitutes and "or-equal" – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
- I. Applications for Payment – Review and provide input to the Owner on monthly applications for payment and accompanying supporting documentation from the Contractor.
- J. Punch List Preparation, Review, and Documentation – Review the Work of the Contractor to produce a punch lists following the Contractor's request for Substantial Completion or Partial Utilization of portions of the Work. These reviews will evaluate the installed condition for conformance with Contract Documents. Perform follow-up review of the Work to confirm the Contractor completed the punch list items.
- K. Record Documents – Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents. 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.

- L. Designer Site Visits – Conduct site visits by appropriate designers to observe the progress and quality of the Work. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Contractor’s Work in progress or to involve detailed inspections of a Contractor’s Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment.
- M. On-Site Observation of Construction – Provide parttime on-site observation of the Work by an RPR. As an experienced and qualified design professional, observe the progress and quality of the Work. Such observations 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 the Contractor’s Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment.
 - 1. The purpose of the Engineer’s visits to and representation by the RPR at the project site, is to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the performance of the Work. Engineer shall not, during such visits or as a result of such observations of the Contractor’s Work in progress, supervise, direct, or have control over the Contractor’s Work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor’s Work, or for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor’s furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor’s failure to furnish and perform its Work in accordance with the Contract Documents.
 - 2. Take photographs of Work in progress and completed. Deliver photographs to the Owner in digital format.
 - 3. Prepare field and inspection reports. Reports shall include items such as date of observation, contractors on-site, construction activities, discussions of and decisions made concerning construction, observations, witnessed testing, and information relative to questions of extras or deductions.
- N. 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 a failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

II. Commissioning Support

The Contractor will commission the Systems in the Contract Documents.

- A. Pre-Commissioning Support – Prepare a Contractor Startup Checklist to aid the Contractor in preparing for and conducting the required equipment check-out and start-up. Review the Contractor Startup Checklist with the Contractor and Owner to receive input and then revise the checklist accordingly.
- B. System Check-Out – Observe the pre-startup check-outs of the process, mechanical, and electrical Systems delineated above. Confirm Manufacturer check-outs are complete before the Contractor proceeds to an associated System startup.
- C. System Startup – Observe the System startups (Systems Demonstration) of the process, mechanical, and electrical Systems delineated above. Support startups by providing on-site coordination between the Owner and Contractor.

III. Correction Period Support

- A. Correction Period Support – The Contract Documents require the Contractor to warrant and guarantee that all Work will be in accordance with the Contract Document and not be defective. Support the Owner in their efforts to get the Contractor to address defective or non-conforming Work during the correction period.

Schedule

Donohue will provide the Services outlined in Sections I – II in accordance with the construction period defined in the Contract Documents. The expected construction period is as follows: the Owner will issue a Notice to Proceed in December 2024 or January 2025. The Contractor will achieve Substantial Completion by October 31, 2025 and Final Completion by December 1, 2025. Donohue will provide Section III services during the correction period defined in the Contract Documents.

Compensation

See the worksheet for a task-by-task levels of effort, fees, and expenses.

Levels of Effort (Hours) by Task

	Project Roles					
	Principal	CA	RPR	CM	Designers	Admin
Team Members	Gerbitz	Wood	Hermesen	Wood	Varies	Treft
100 Construction Administration						
A Contract Document Execution	3	4				
B Pre-Construction Conference		6				
C Monthly Meetings (11 MEETINGS: 4 Visits, 7 Remote)		43				
D Construction Contract Administration (12 MO at 12 HR/MO)		144				
E Clarifications and Interpretations (10 RFI)		10			30	
F Change Orders, Work Change Directives (3 CO)		15				
G Submittals		10			30	15
H Substitutes		5				
I Applications for Payment (12 APPLICATIONS)		24				
J Punchlist Preparation (3 VISITS/DOCUMENTATIONS)		24				
K Record Documents		10				
L Designer Site Visits (5 VISITS)					40	
M On-Site Observation (10 DAYS/VISITS)			80			
Totals	3	295	80	0	100	15
200 Commissioning Support						
A Pre-Commissioning Support	2			15		
B System Check-Out (3 VISITS)				24		
C System Startup (3 VISITS)				24		
Totals	2	0	0	63	0	0
300 Correction Period Support						
A Correction Period Support	2	10				
Totals	2	10	0	0	0	0
Total Hours All Phases	7	305	80	63	100	15

Labor Fee Summary by Phase

	Project Roles					
	Principal	CA	RPR	CM	Designers	Admin
Team Members	Gerbitz	Wood	Hermesen	Wood	Varies	Treft
Hourly Labor Charge-Out Rates	\$285	\$160	\$195	\$160	\$195	\$100
Construction Administration	\$855	\$47,120	\$15,600	\$0	\$19,500	\$1,500
Commissioning Support	\$570	\$0	\$0	\$10,080	\$0	\$0
Correction Period Support	\$570	\$1,600	\$0	\$0	\$0	\$0
Totals	\$1,995	\$48,720	\$15,600	\$10,080	\$19,500	\$1,500

Labor Fees and Expenses by Task

Total Hours	Labor Fee	Travel Expenses	Totals
7	\$1,495		\$1,495
6	\$960		\$960
43	\$6,800	\$312	\$7,112
144	\$23,040		\$23,040
40	\$7,450		\$7,450
15	\$2,400		\$2,400
55	\$8,950		\$8,950
5	\$800		\$800
24	\$3,840		\$3,840
24	\$3,840	\$234	\$4,074
10	\$1,600		\$1,600
40	\$7,800	\$390	\$8,190
80	\$15,600	\$780	\$16,380
493	\$84,575	\$1,716	\$86,291

Total Hours	Labor Fee	Travel Expenses	Totals
17	\$2,970		\$2,970
24	\$3,840	\$234	\$4,074
24	\$3,840	\$234	\$4,074
65	\$10,650	\$468	\$11,118

Total Hours	Labor Fee	Travel Expenses	Totals
12	\$2,170		\$2,170
12	\$2,170	\$0	\$2,170

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Total Fee
493	\$84,575	\$86,291
65	\$10,650	\$11,118
12	\$2,170	\$2,170
570	\$97,395	\$99,579