



**CONSTRUCTION PHASE ENGINEERING SERVICES  
AMENDMENT NO. 1 TO THE ORIGINAL ENGINEERING SERVICES AGREEMENT**

Wastewater Treatment Facility Improvements Project: Final Design (Project)  
Original Agreement Executed April 16, 2020

This Amendment is by and between:

City of La Crosse (Owner)  
400 La Crosse Street  
La Crosse, WI 53081

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree to amend the original Agreement and Scope of Services, as follows:

**PART I – B. SCOPE OF SERVICES**

**Summary of Construction Phase Engineering Services**

Donohue will perform Construction Phase Services consistent with those of the “Engineer” as delineated in the Bidding and Contract Documents, which specifically list Donohue as the Engineer. The Bidding and Contract Documents for this Project use the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC) and amended by the Supplementary Conditions for the Project. The Standard General Conditions and Supplementary Conditions represent the Standard Terms and Conditions (STC).

**Roles**

*Construction Contract Administrator (CCA)*

The Construction Contract Administrator (CCA) is a Donohue employee that provides Contract administration among the Project participants. These participants may include the Owner, the on-site Resident Project Representative (RPR), the Operations Specialist (OS), Donohue design team members, the Contractor, the Wisconsin Department of Natural Resources (WDNR), and various other agency representatives.

The CCA administers the contract between the Owner and the Contractor. The STC included in the Bidding and, after execution, Contract Documents, are part of the Contractor’s contract with the Owner. As established in the STC, documentation from and between the Contractor and Owner are routed through the CCA.

The CCA possesses a high level of experience with and understanding of the STC. The CCA takes an active role in the interpretation of the Contract Documents, enforcement of the Contract Documents, problem resolution, and conflict resolution. Specific tasks to be performed by the CCA are listed below.

1. Prepare Contract Documents for execution by the Owner and Contractor.
2. Review and provide comments related to the construction schedule provided and maintained by the Contractor.

3. Review and provide comments related to the Contractor's schedule of values that forms the basis of payment applications.
4. Prepare for and conduct the Pre-Construction Conference.
5. Attend the Contractor's monthly progress meetings.
6. Produce monthly status or progress reports for the Owner, documenting project progress, recent activities, near-term activities, project financials, and outstanding issues.
7. Provide guidance related to the application of the STC by the contracting parties.
8. Review, provide comments related to, and process the monthly payment applications submitted by the Contractor. Address any known lien waiver issues and subcontractor payment concerns.
9. Evaluate and respond to Contractor claims related to differing subsurface or physical conditions.
10. Evaluate and respond to the presence of unforeseen hazardous environmental site conditions.
11. Support Owner with questions related to the Contractor's issuance of project bonding requirements.
12. Manage the shop drawing and submittal technical review process. Receive, log in/out, complete technical review, and make formal distribution of reviewed copies to the Owner and Contractor.
13. Manage the technical review of proposed equipment substitutions submitted by the Contractor.
14. Review, evaluate, and authorize minor variations from the Contract requirements that do not involve an adjustment to the Contract price or time.
15. Confer with the RPR, and receive input from design team members, as it may relate to the rejection of defective Work. Issue appropriate correspondence to the Contractor.
16. Schedule site visits by design team members, as appropriate, for more detailed and specialized review of the Contractor's Work.
17. Address changes in the Work. Determine if the change is a compensable change. If it is, evaluate the Contractor's proposed cost for acceptability. If found acceptable, prepare the change orders to the Contract and process through the Owner and Contractor. Help negotiate with the Contractor on cost appropriateness and differences of opinion on submitted cost claims.
18. Administer the request for information (RFI) process. Receive the RFI from the Contractor, forward to appropriate designers for resolution and response, and makes formal distribution of the completed RFIs.
19. Assist in the evaluation of Contractor claims.
20. Addresses Contractor claims related to delay circumstances. Evaluate the merits of the delay claim and issue recommendation on acceptance or denial of the claim.
21. Manage the Project commissioning process and systems demonstration.
22. Manage the Project completion/closeout process and receipt of the required Work, services, and documentation.
23. Manage circumstances related to suspension of Work or termination of Work.
24. Issues Certificates of Substantial Completion when the Contractor has met the contract requirements for substantial completion.

#### *Resident Project Representative (RPR)*

The Resident Project Representative (RPR) is an on-site Donohue employee that acts as a liaison between the Owner, Contractor, the CCA, and the design team members. The RPR monitors Contractor's Work to determine if it generally adheres to the requirements of the Contract. The RPR is the first response to field questions, obtains background evidence related to unforeseen conditions, consults with the design team members on matters of design interpretation, provides input into acceptability of contract payment applications, and prepares reports documenting the construction activities and progress.

A foremost objective of the RPR is to facilitate the Project progressing efficiently. If for any reason the Contractor is obstructed or delayed in the progress of his Work, the Contractor may submit claims to

the Owner for lost time and money resulting from disruptions in the Work. Specific tasks to be performed by the RPR are listed below.

1. Review the progress schedule prepared by the Contractor for compliance with the Contract. Monitor the Contractor's progress as it relates to the schedule and provide written documentation related to the events that may be disrupting the Contractor's progress, whether within the control of the Contractor or outside his control.
2. Attend the Pre-Construction Conference and Contractor's monthly and weekly progress meetings. Provide input as necessary and appropriate.
3. Serve as Donohue's liaison with the Contractor working principally through the Contractor's superintendent. Assist Donohue in obtaining from the Owner additional details or information, when required, for proper and efficient execution of the Work.
4. Obtain from the Contractor a list of proposed suppliers and subcontractors.
5. When required, assist Donohue in obtaining field samples of materials delivered to the site and keep record of actions taken by Donohue.
6. Shop Drawings:
  - a) Receive approved shop drawings and other submissions from Donohue, maintain a file of the drawings and submissions, and check construction for compliance with them. The RPR checks the Contractor's Work against the shop drawing information.
  - b) Alert the Contractor's superintendent when the RPR observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and inform the CCA when the RPR believes it is necessary to disapprove Work as failing to conform to the Contract Documents.
7. Conduct on-site observations of the Work in progress for Donohue as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the CCA whenever the RPR believes that any Work should be rejected or specially tested, or that the Work should be stopped to ensure that the completed Project will comply with the requirements of the Contract Documents.
  - a) Verify that tests, including equipment and systems startup, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the CCA appropriate details relative to the test procedures and startups.
  - b) Acknowledge visiting inspectors representing public or other agencies having jurisdiction over the Project and report their presence to the CCA.
  - c) Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the CCA.
8. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including Addenda, Change Orders, Field Orders, and additional drawings issued subsequent to the award of the Contract, Donohue's interpretations of the Contract Documents, progress reports, and other Project related documents.
  - a) Keep a diary or log book, recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.
  - b) Record names, addresses, and telephone numbers of contractors, subcontractors, and major material suppliers.
  - c) Maintain a set of drawings on which authorized changes are noted. Deliver those drawings to the design team for incorporation in the Record Drawings.
9. Furnish to the CCA periodic reports, as required, of progress of the Project and the Contractor's compliance with approved progress schedule. Consult with the CCA in advance of scheduled major tests, inspections, or start of important phases of the Project.

10. Prior to inspection for Substantial Completion, submit to the Contractor a list of observed items requiring correction.
  - a) Conduct final inspection in the company of the design team members and the Owner and prepare a final list of items to be corrected.
  - b) Verify that the items on the final list have been corrected and make recommendations to the CCA concerning acceptance.

Except upon written instructions from the CCA, the RPR:

1. Shall not authorize any deviation from the Contract Documents;
2. Shall not undertake any of the responsibilities of the Contractor, the subcontractors, or the Contractor's superintendent;
3. Shall not expedite the Work for the Contractor;
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents;
5. Shall not authorize the Owner to occupy the Project in whole or in part;
6. Shall not participate in specialized field or laboratory tests;
7. Shall not participate in or be a part of any OSHA construction inspections of the Contractor's Work process; and
8. Shall not in any way be involved in the Contractor's safety program, monitoring of the safety program or the execution of the Contractor's safety program.

#### *Operations Specialist (OS)*

The OS is a certified operator and/or process engineer. This individual develops documents related to hands-on operations, systems training, startup planning, and systems startup. The OS provides training to the Owner using vendor equipment information, Donohue-developed control strategies, and the design intent of the process systems. Specific OS duties are outlined below.

1. Help the Contractor develop startup plans based on the Contract Documents and Contractor's schedule.
2. Review manufacturer Operation and Maintenance materials for compliance with the Contract Documents.
3. Prepare Project-Related Process Systems Training Modules.
4. Present Project-Related Process Systems Training Modules to the Owner.
5. Prepare Standard Operating Procedures (SOP's).
  - a. Conduct SOP training concurrent with manufacturer training.
  - b. Provide Owner with FINAL SOP's after each system has operated for several months, incorporate operations changes and Owner comments.
6. Review vendor training materials for compliance with Contract Documents.
7. Assist Owner with process startups.
8. Assist the Contractor and Owner with process and equipment troubleshooting.

#### *Design Team Members*

Designers will remain involved in the Project during the Construction Phase. Specific Design Team Member duties are outlined below.

1. Conduct a technical review of the Contractor's shop drawings and submittals, as it relates to their portion of the design, to determine that the design intent of the Project is achieved.
2. Answer Contractor-submitted contract clarification requests and other field questions related to their portion of the design to assure the design intent of the Project is achieved.

3. Assist the RPR by answering his questions related to the Project's design intent, help the RPR in clarifying the design plans and specifications, and help the RPR address unknown and unforeseen site conditions.
4. Assist the CCA in addressing changes to the Contract.
5. Assist in evaluating whether a changed condition is compensable, help develop technical guidance on proposed changes, and help assist in the cost evaluation of changes.
6. Provide periodic visits to the site to assist in providing on-site reviews of specific completed Work.
7. Assist the RPR in the inspection of the completed Work and in developing system specific punch lists of corrective Work.

**Services: Exclusive of RPR**

Upon successful completion of the Bidding Phase, and upon award of a construction contract by the Owner, Donohue shall provide the Construction Phase services below.

1. Construction Contract Document Execution: Support the Owner with the preparation of Contract Documents for signature by the Contractor and the Owner. Support the Owner with the issuance of a Notice to Proceed with Construction upon satisfactory submission of bonds and insurance by the Contractor.
2. Provide electronic PDFs to the Owner and Contractor of the final conformed Contract Documents.
3. General Administration of Construction Contract: Consult with Owner and act as the Owner's representative as provided in the STC of the Contract Documents as included in the Project manuals. The extent and limitations of the duties, responsibilities and authority of Donohue as assigned in the STC shall not be modified, except as Donohue and Owner agree in writing.
4. Pre-Construction Conference and Progress Meetings: Attend and conduct a Pre-Construction Conference for the Project prior to commencement of Work at the Project site. Also attend the monthly construction progress meetings, conducted by the Contractor, for the Project. Donohue shall prepare and distribute minutes for the Pre-Construction Conference and the Contractor shall prepare and distribute all progress meeting minutes. At least one Donohue person will be on site for the Pre-Construction and Monthly Progress Meetings. Some Donohue personnel may attend these Meetings or other Project-related meetings by teleconference or videoconference.
5. Visits to Site and Observation of Construction: Perform the services delineated below in connection with observations of Contractor's Work in progress for the Project.
  - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Donohue deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Donohue and the RPR 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 Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Donohue's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Donohue will determine in general if the Contractor's Work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the Work.
  - b) The purpose of Donohue's visits to, and representation by the RPR at the Project site, will be to enable Donohue to better carry out the duties and responsibilities assigned to and undertaken by Donohue during the Construction Phase. Donohue 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 a Contractor's Work, nor shall Donohue 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, Donohue 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.

6. Defective Work: Recommend to the Owner that the Contractor's Work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. Clarifications, Interpretations, and Field Orders: Issue clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's Work. Donohue may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
8. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Owner and prepare Change Orders and Work Change Directives for approval by the Owner as required. In addition, Donohue shall prepare documentation that appropriate governmental authorities having jurisdiction over the Project may require for review and approval of the Change Orders.
9. Shop Drawings and Samples: Provide a technical review and approve or take other appropriate action in respect to shop drawings, samples, and other data that the original Contract Documents require the Contractor 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. Develop and manage a procedure to efficiently obtain and consider Owner review comments.
10. Manufacturer Operation and Maintenance Manuals: Review submitted manufacturer manuals for compliance with Contract Document requirements. Reviewed manual submittals that comply with the Contract Document requirements will be forwarded to the Owner.
11. Substitutes: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
12. Tests: Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents. Donohue's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Donohue shall be entitled to rely on the results of such tests.
13. Disagreements between Owner and Contractor: Render formal written decisions on claims of Owner and Contractor relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's Work. In rendering such decisions, Donohue shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. Substantial Completion: Promptly after written notice from the Contractor that the Contractor considers the entire Work, or portions of the completed Work, are ready for its intended use, in company with the Owner, and Contractor, conduct a review to determine if the Work is Substantially Complete. Donohue shall prepare a list of any observed deficiencies during the review. At the direction of the Owner, Donohue shall prepare and deliver a certificate of Substantial Completion to Owner and the Contractor.
15. Startup and Training Services:
  - a) An OS or process engineer shall provide startup services for the Project. The startup services shall be timed to assist the Owner and the Contractor with operation of the Project-related process systems.

- b) Prepare Startup Plan Checklists to coordinate the responsibilities of the Contractor for the Project and the Owner at the time when construction is Substantially Complete and the facilities are ready for operation. Submit the Startup Plan Checklists to the Owner and the Contractor for review. Respond to questions and incorporate recommended changes into each Startup Plan Checklist up to two times, as a result of the reviews.
  - c) Training will occur before startup of Project-related process systems. The OS will provide training for the process systems specifically delineated in the Contract Documents using portions of the vendor Operation and Maintenance materials and the Standard Operating Procedures prepared by Donohue. Each training session will be on site with the Owner and a Contractor's trainers. The sessions will be both classroom and hands-on as appropriate.
16. Final Notice of Acceptability of the Work: Conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that Donohue may recommend, in writing, final payment to a Contractor.
  17. Record Documents: Receive annotated record documents from the Contractor, which are to be prepared by the Contractor in accordance with the Contract Documents to obtain payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Contractor. The final Record Drawing deliverable to the Owner shall consist of an electronic set in PDF and DWG (AutoCAD) format.
  18. Project Certification: Submit appropriate documentation to the WDNR as may be requested by them for the close-out of the Project.
  19. Post-Startup Training and Optimization: After Substantial Completion, Donohue will provide training specific to and work with the Owner to enhance the performance and cost-effectiveness of commissioned systems.
  20. Limitation of Responsibilities: Donohue 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. Donohue shall not be responsible for failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

**Services: RPR**

1. Donohue shall furnish a full-time RPR to assist Donohue in observing progress and the quality of the Work. The nature of the Work may require a part-time RPR to supplement the full-time RPR.
2. Through observations of Contractor's Work in progress and field checks of materials and equipment by the RPR, Donohue shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work. However, Donohue 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 Donohue have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor, for safety precautions and programs incident to the Contractor's Work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. Duties, Responsibilities, and Authority of the RPR.
  - a) RPR is Donohue's agent at the Project site, acting as directed by and under the supervision of the CCA. RPR's dealings in matters pertaining to the Contractor's Work in progress shall in general be with Donohue and Contractor, keeping the Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the Owner with the knowledge of and under the direction of the CCA.
  - b) Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by the Contractor.
  - c) Attend meetings with Contractor, such as the Pre-Construction Conference, monthly progress meetings, weekly job conferences or progress meetings, and other Project-related meetings.

- d) Review of Work and Rejection of Defective Work.
    - i. Conduct on-site observations of Contractor's Work in progress to assist Donohue in determining if the Work is in general proceeding in accordance with the Contract Documents.
    - ii. Report to the CCA whenever RPR believes that any part of the Contractor's Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CCA of that part of Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - e) When the RPR is present on the Project site, prepare a daily report or keep a diary or log book, recording the Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
4. Project Completion
- a) Before Donohue issues a Certificate of Substantial Completion for the Project, submit to the Contractor a list of observed items requiring completion or correction.
  - b) Observe whether a Contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c) Participate in a final inspection in the company of the Owner and the Contractor and prepare a final list of items to be completed or corrected.
  - d) Observe whether all items on the final list have been completed or corrected and make recommendations concerning the final acceptance of the Work.

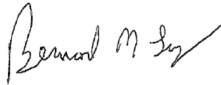
**PART I – C. PROJECT TIMING**

Donohue will provide the Services outlined in this Amendment in accordance with the Contract Times defined in the *original* Contract Documents. The one exception to this is the Post-Startup Training and Optimization Services. Those will run for three months after Final Completion.


**PART III – A. COMPENSATION**

Compensation for the Services set forth above shall be increased \$3,706,974, resulting in a total contract amount of \$6,131,049. See attachment for details.

**APPROVED FOR OWNER**

By:   
 Printed Name: Bernard N Lenz, PE  
 Title: Utility Manager  
 Date: 04/28/2021

**APPROVED FOR DONOHUE**

By:   
 Printed Name: Michael W. Gerbitz, PE  
 Title: Senior Vice President  
 Date: Feb 8, 2021



City of La Crosse, Wisconsin  
Wastewater Treatment Facility Improvements Project  
Level of Effort and Fee Attachment | Construction Phase Services  
Donohue & Associates, Inc.

| Tasks  | Principal<br>2021 Rates (Starting Point Rates) ><br>\$ 245 | CCA<br>\$ 165 | Design PM/QC<br>\$ 180 | Process<br>\$ 175 | Structural<br>\$ 165 | Electrical<br>\$ 195 | Controls<br>\$ 195 | Mech<br>\$ 175 | Civil<br>\$ 130 | Arch<br>\$ 145 | F-T RPR<br>\$ 145 | P-T RPR<br>\$ 145 | RD CAD<br>\$ 130 | Operations<br>\$ 130 | Admin<br>\$ 70 | Total<br>Hours | Total<br>Labor      | Donohue<br>Expenses | Total<br>Cost       |
|--|--|---------------|------------------------|-------------------|----------------------|----------------------|--------------------|----------------|-----------------|----------------|-------------------|-------------------|------------------|----------------------|----------------|----------------|---------------------|---------------------|---------------------|
| Pre-Contract and Activities                                    | 5  | 55            | 35                     | 25                | 15                   | 15                   | 15                 | 15             | 10              | 5              | 40                | 40                | -                | -                    | -              | 275            | \$ 45,550           | \$ 1,000            | \$ 46,550           |
| Prepare Contract Documents for Execution - Conformed Docs      | 5  | 25            | 25                     | 20                | 10                   | 10                   | 10                 | 10             | 5               | 5              |                   |                   |                  |                      |                | 125            | \$ 22,025           |                     | \$ 22,025           |
| CCA and RPR Project Review and Orientation w/Design Team       |  | 30            | 10                     | 5                 | 5                    | 5                    | 5                  | 5              | 5               |                | 40                | 40                |                  |                      |                | 150            | \$ 23,525           | \$ 1,000            | \$ 24,525           |
| Pre-Construction and Progress Meetings                         | 5  | 303           | 130                    | -                 | -                    | -                    | -                  | -              | -               | -              | 10                | 5                 | -                | -                    | -              | 453            | \$ 76,795           | \$ 13,222           | \$ 90,017           |
| Prepare for, Conduct, and Document Pre-Con Conference          | 5  | 15            | 10                     |                   |                      |                      |                    |                |                 |                | 10                | 5                 |                  |                      |                | 45             | \$ 7,675            | \$ 1,000            | \$ 8,675            |
| Attend Monthly Progress Meetings                               |  | 288           | 120                    |                   |                      |                      |                    |                |                 |                |                   |                   |                  |                      |                | 408            | \$ 69,120           | \$ 12,222           | \$ 81,342           |
| Construction Phase Contract Administration                     | 200  | 4,504         | 800                    | 1,390             | 365                  | 480                  | 370                | 330            | 255             | 155            | -                 | -                 | 540              | -                    | 732            | 10,121         | \$ 1,640,200        | \$ 11,730           | \$ 1,651,930        |
| Administer Construction Contract                               | 144  | 4,020         | 720                    |                   |                      |                      |                    |                |                 |                |                   |                   |                  |                      | 660            | 5,544          | \$ 874,380          |                     | \$ 874,380          |
| Monthly Progress Reports                                       | 36   | 180           |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  |                      | 72             | 288            | \$ 43,560           |                     | \$ 43,560           |
| Provide Clarifications + Interpretations (RFIs and COs)        |  |               |                        | 550               | 100                  | 150                  | 120                | 80             | 80              | 80             |                   |                   |                  |                      |                | 1,160          | \$ 201,400          |                     | \$ 201,400          |
| Prepare and Submit Change Order Recommendations                |  |               |                        | 100               | 50                   | 50                   | 50                 | 50             | 10              | 10             |                   |                   |                  |                      |                | 320            | \$ 56,750           |                     | \$ 56,750           |
| Shop Drawings + Submittal Reviews and Responses                |  |               |                        | 550               | 100                  | 200                  | 120                | 120            | 120             | 25             |                   |                   |                  |                      |                | 1,235          | \$ 215,375          |                     | \$ 215,375          |
| Review and Recommend Contractor Payment Requests               |  | 144           |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  |                      |                | 144            | \$ 23,760           |                     | \$ 23,760           |
| Provide Responses to Contractor Claims / Unforeseen Conditions | 20   | 60            | 40                     |                   |                      |                      |                    |                |                 |                |                   |                   |                  |                      |                | 120            | \$ 22,000           |                     | \$ 22,000           |
| Perform Designer Site Reviews and Documentation                |  |               |                        | 120               | 80                   | 40                   | 40                 | 40             | 25              | 25             |                   |                   |                  |                      |                | 370            | \$ 63,675           | \$ 11,730           | \$ 75,405           |
| Produce Substantial + Final Completion Punch List              |  | 80            |                        | 50                | 30                   | 30                   | 30                 | 30             | 10              | 10             |                   |                   |                  |                      |                | 270            | \$ 46,600           |                     | \$ 46,600           |
| Produce Record Drawings  |  | 20            | 40                     | 20                | 5                    | 10                   | 10                 | 10             | 10              | 5              |                   |                   | 540              |                      |                | 670            | \$ 92,700           |                     | \$ 92,700           |
| On-Site Review Services  | -  | -             | -                      | -                 | -                    | -                    | -                  | -              | -               | -              | 5,460             | 3,100             | -                | -                    | -              | 8,560          | \$ 1,241,200        | \$ 125,693          | \$ 1,366,893        |
| F-T Resident Project Representative                            |  |               |                        |                   |                      |                      |                    |                |                 |                | 5,460             |                   |                  |                      |                | 5,460          | \$ 791,700          | \$ 109,224          | \$ 900,924          |
| P-T Resident Project Representative                            |  |               |                        |                   |                      |                      |                    |                |                 |                |                   | 3,100             |                  |                      |                | 3,100          | \$ 449,500          | \$ 16,469           | \$ 465,969          |
| Operations Services  | 20   | 20            | 50                     | 780               | -                    | 100                  | -                  | -              | -               | -              | -                 | -                 | -                | 2,000                | -              | 2,970          | \$ 433,200          | \$ 12,003           | \$ 445,203          |
| Review Manufacturer O&M Materials                              |  |               |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  | 200                  |                | 200            | \$ 26,000           |                     | \$ 26,000           |
| Review Manufacturer Training Materials                         |  |               |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  | 120                  |                | 120            | \$ 15,600           |                     | \$ 15,600           |
| Prepare and Present SOPs and Process Training                  |  |               |                        | 680               |                      | 100                  |                    |                |                 |                |                   |                   |                  | 1,020                |                | 1,800          | \$ 271,100          |                     | \$ 271,100          |
| Prepare Contractor's Startup Checklist                         |  |               |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  | 60                   |                | 60             | \$ 7,800            |                     | \$ 7,800            |
| Assist with Systems Checkout and Startup                       | 10   |               |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  | 200                  |                | 210            | \$ 28,450           | \$ 4,001            | \$ 32,451           |
| Assist with Systems Demonstration and Troubleshooting          | 10   |               |                        |                   |                      |                      |                    |                |                 |                |                   |                   |                  | 300                  |                | 310            | \$ 41,450           | \$ 6,001            | \$ 47,451           |
| Assist with Post-Startup Training and System Optimization      |  | 20            | 50                     | 100               |                      |                      |                    |                |                 |                |                   |                   |                  | 100                  |                | 270            | \$ 42,800           | \$ 2,000            | \$ 44,800           |
| <b>Total</b>   | <b>230</b>   | <b>4,882</b>  | <b>1,015</b>           | <b>2,195</b>      | <b>380</b>           | <b>595</b>           | <b>385</b>         | <b>345</b>     | <b>265</b>      | <b>160</b>     | <b>5,510</b>      | <b>3,145</b>      | <b>540</b>       | <b>2,000</b>         | <b>732</b>     | <b>22,379</b>  | <b>\$ 3,436,945</b> | <b>\$ 163,647</b>   | <b>\$ 3,600,592</b> |
| Total Labor Dollars by Labor Class                             | \$ 56,350  | \$ 805,530    | \$ 182,700             | \$ 384,125        | \$ 62,700            | \$ 116,025           | \$ 75,075          | \$ 60,375      | \$ 34,450       | \$ 23,200      | \$ 798,950        | \$ 456,025        | \$ 70,200        | \$ 260,000           | \$ 51,240      |                |                     |                     |                     |

| Start Construction/NTP | 3-May-21  | Days  | Months |
|------------------------|-----------|-------|--------|
| Milestone Dryer        | 3-Mar-23  | 669   | 22     |
| Milestone Cogen        | 2-Jun-23  | 760   | 25     |
| Milestone Filters      | 3-Dec-23  | 944   | 31     |
| Milestone Substantial  | 31-Jan-24 | 1,003 | 33     |
| Milestone Final        | 20-Apr-24 | 1,083 | 36     |

|                                       | Starting Rates (2021) | Midpoint Rates (2022) |
|---------------------------------------|-----------------------|-----------------------|
| Anticipated Construction Cost         | \$60,470,000          |                       |
| Proposed CRS Labor Fee                | \$3,436,945 x 1.03    | \$3,540,053           |
| Proposed CRS Expenses Fee             | \$163,647 x 1.02      | \$166,920             |
| <b>Proposed CRS Total Fee</b>         | <b>\$3,600,592</b>    | <b>\$3,706,974</b>    |
| Proposed CRS Fee as % of Construction | 5.95%                 | 6.13%                 |