



Donohue & Associates, Inc.
731 North Jackson St., Suite 500 | Milwaukee, WI 53202
414.431.5700 | donohue-associates.com

October 3, 2025

Ms. Amanda Kaminski, Filed Services Director
Racine Wastewater Utility
2310 Center Street
Racine, WI 53403

Re: Proposal – RWWU LS10 Upgrade Design

Dear Ms. Kaminski:

We are pleased to submit our proposal for the Racine Wastewater Utility (RWWU) LS10 Upgrade Design Project and look forward to the opportunity to continue building our relationship with RWWU.

To efficiently execute this Project, we have assembled the same team as we had for the Lift Station Assessment Project. So, we have firsthand experience with this lift station and its shortcomings. Our team will be able to provide the high quality deliverables necessary to effectively demonstrate to RWWU the lift station upgrades included in the design package, obtain WDNR approval for the upgrades, obtain competitive bids from responsible contractors, and to allow the selected contractor to implement the upgrade plan.

Our proposed scope, schedule, and fee are outlined in Section 2 – Proposed Contract. The Scope and Fee are broken into four distinct Phases that will help the Project progress from design through construction. We would be happy to discuss our proposed scope to make sure it aligns with what RWWU anticipated.

It has been a pleasure to work with the RWWU team on our past few Projects and we look forward to the opportunity to continue our work with the Utility. Thank you again for the opportunity to submit this proposal. Please contact either of us if you have any questions or comments, or if you need additional information.

Sincerely,

A handwritten signature in black ink that reads 'Michael B. Stohl'.

Michael B. Stohl, PE
Vice President
920.803.7345 | mstohl@donohue-associates.com

A handwritten signature in blue ink that reads 'Christopher D. Lockett'.

Christopher D. Lockett, PE
Project Manager
414.759.5905 | clockett@donohue-associates.com

RFP FORM A

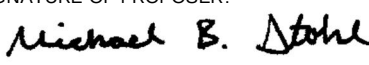
SIGNATURE AFFIDAVIT

Note: This form must be returned with your proposal response.

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

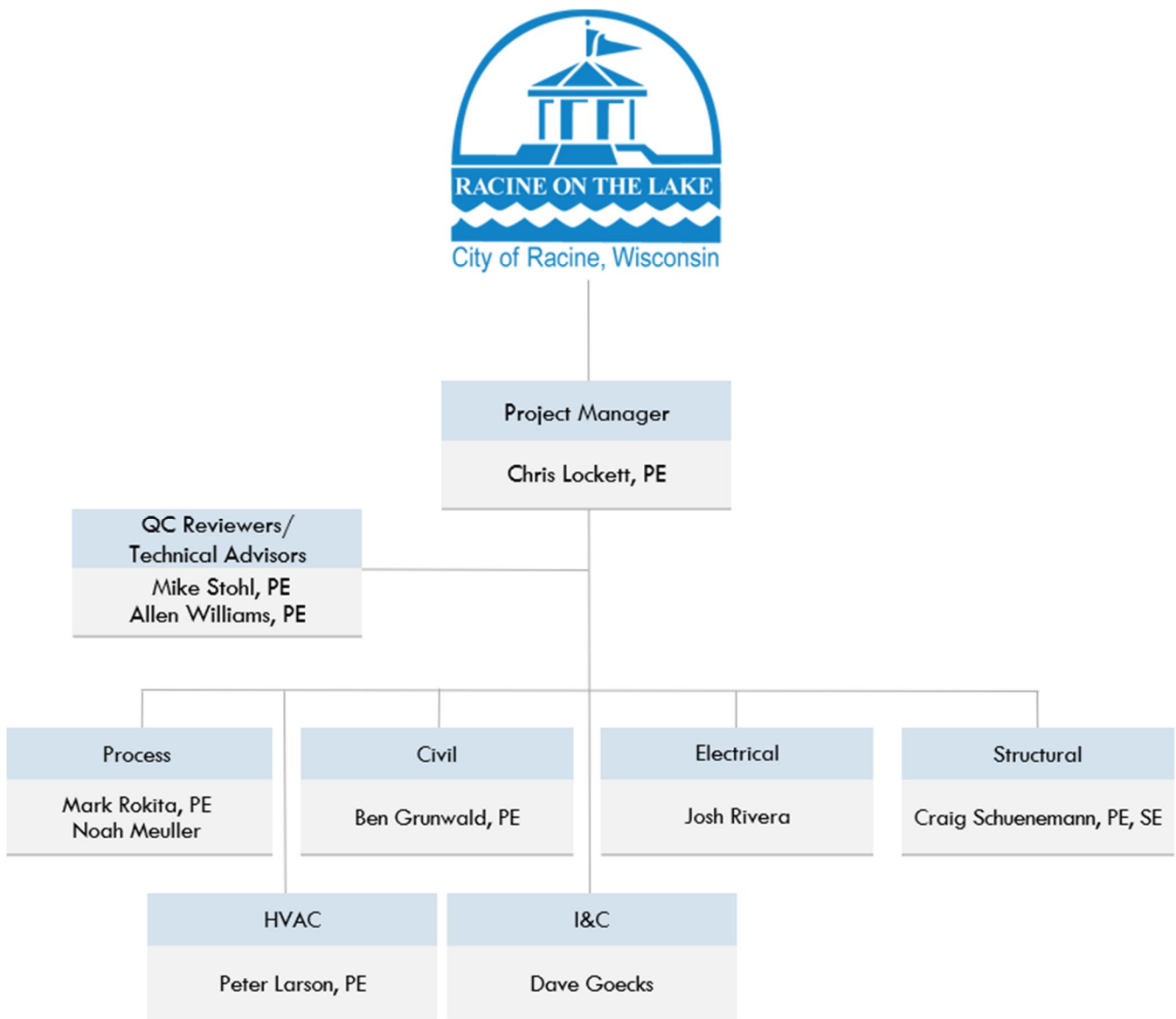
The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Utility in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposer shall provide the complete information requested below. Include the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

Proposal Invalid Without Signature	
SIGNATURE OF PROPOSER: 	DATE: October 3, 2025
NAME AND TITLE OF PROPOSER: Michael B. Stohl, Vice President	COMPANY NAME: Donohue & Associates, Inc.
TELEPHONE: 612.618.6468	ADDRESS: 731 North Jackson Street, Suite 500 Milwaukee, WI 53202
FAX NO.: NA	
Person to Be Contacted If There Are Questions about Your Proposal (if different from above)	
NAME: Chris Lockett	TITLE: Senior Project Manager
TELEPHONE: 414.759.5905	FAX NO.: NA

Qualifications of Team

The Donohue Team that will be assigned to this Project will be the same team that participated in the lift station assessment Project. The team has extensive experience in producing designs, developing cost estimates, providing bidding assistance, and providing engineering services during construction. This team is well-suited to developing the type of bid documents that provide in-depth details on the tasks to complete and that can be relied upon for obtaining competitive bids and a successful construction project. The project will be managed by Chris Lockett with experienced engineers assigned to each critical aspect of the project.





ENGINEERING SERVICES AGREEMENT

LS10 Upgrade Design (Project)

This Agreement is by and between:

Racine Wastewater Utility (RWWU) or (Owner)
800 Center Street
Racine, WI 53403

and

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

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Racine Wastewater Utility (RWWU) owns and operates fourteen (14) sanitary lift stations and three (3) wet weather storage tanks in their collection system. In October of 2024, Donohue visited these lift stations to provide condition assessments and to recommend potential upgrades for each lift station. A weighted assessment score, along with an OPCC for the recommended upgrades, was assigned to each lift station. Based on the assessment scores, the OPCC, and the continued operation of the lift station, RWWU has selected Lift Station 10 (LS10) as a high priority lift station to receive upgrades.

Donohue will utilize the Condition Assessment Report (Appendix J – LS10) as the basis for developing the scope for this upgrade design.

This Agreement is broken into four tasks. Tasks 100 and 200 consist of the management and engineering services required to develop the LS10 upgrade bid package. Task 300 consists of services related to bidding and Task 400 consists of tasks associated with engineering services during construction (ESDC). The scope of each task is detailed below. The basis for this Agreement is the management and design tasks (Tasks 100 and 200). Both tasks must be selected together if this Project is accepted. Then, Task 300 and Task 400 are optional tasks that the PRCS can elect to include or exclude from the overall Contract. The fee for each task will be broken out separately so the PRCS can decide which tasks to include in this Agreement.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

100 Tasks – Project Management

101. Donohue will provide the necessary project management tasks, such as budgeting, scheduling, and communication with team members, to ensure the success of this Project. Donohue will provide monthly status updates along with invoicing. Chris Lockett will be the Project Manager for this Project and will be the main point of contact throughout this Project.
102. Donohue will host a virtual kick-off meeting to discuss the Project, Donohue's approach to the Project, key Project personnel, communication protocols, the scope of work, anticipated information requests, and the schedule for the Project.
 - a. Donohue will prepare and provide a request for information for LS10. Although Donohue has retained a significant amount of information from LS10 from the condition assessment stage of the Project, there may be an opportunity to find additional information specific to LS10 that may assist in this Project.

103. Donohue will host a virtual bi-weekly conference call with RWWU during the design phase to discuss progress, schedule, decisions to be made, and any additional RWWU comments.
104. Donohue will prepare the base sheet plans from existing drawings of LS10 and distribute to the design team for their use in developing discipline specific designs. The Drawing Coordinator will be responsible for developing the base sheets, organizing new plan sheets generated by discipline engineers, compiling all design sheets, assembling the 30%, 60%, 90%, and Final plan sets, and packaging the final Bid Package.
105. Donohue will provide QA/QC review of the drawings, specifications, and OPCC prior to the 90% Design submittal. Any comments that RWWU has on the 90% submittal will be addressed when packaging the final design package.

200 Tasks – Detailed Design Phase

201. Perform Pump Flow and Hydraulic Evaluation:
 - a. Evaluate flow data provided by RWWU to estimate the average day and max day flow rates at the pump station. This evaluation will be used to determine the design flowrate of each pump.
 - b. Provide a hydraulic evaluation (or request field data) to estimate the headloss generated through the existing forcemain to determine the required pump pressure. This will be critical information that will be used to determine the overall pump sizing.
 - c. Use the results of the hydraulic flow analysis to request pump quotes from ShinMaywa to use in the OPCC and to help size specify the new pumps.
 - d. Provide an evaluation of what flow and pressures would be required if temporary bypass pumps were needed to facilitate pump station upgrades.
202. Constructability Evaluation & Sequence of Construction:
 - a. Develop a conceptual plan for constructing the upgrades of this pump station so that any temporary construction infrastructure or services can be planned for accordingly.
 - b. Consider what temporary structures may be required for bypass pumping or to facilitate a reasonable sequence of construction.
 - c. Provide appropriate specifications, details, and standards for construction sequencing within the design.
203. Design Development:

Donohue will provide the specific engineering discipline expertise to develop the design package including process, structural, civil, HVAC & plumbing, electrical, and I&C. The design package will be developed to address the multitude of shortcomings and deficiencies that are listed in Sections 2 and 3 in Appendix J – LS10. This includes:

 - Building modifications that results in an exterior slab (12" above grade) over the existing wet well, including:
 - o Demo of existing building exterior walls around the wet well

- o Demo of the existing building roof
- o Demo of the stairs and grating into the wet well
- o Removal of all mechanical (HVAC) and electrical infrastructure in the wet well
- o Construction of a new slab over the exiting wet well, using the existing wet well walls as support (and providing a connection detail of a slab support to the existing wall between the wet well and the dry well)
- o Wet well slab will have dual-wide Bombay hatches for access – Donohue also suggests a 24"x24" access hatch for instrumentation access, if desired
- o Bollards in front of the wet well slab to protect it from traffic (bollards will be foldable so they do not inhibit access or cleaning activities)
- o No HVAC, lighting, or gas monitoring will be required (or provided) in the wet well
- o New wet well instrumentation (submersible level instrument and ball floats) will be provided with intrinsically safe barriers
- o A new hollow core roof will be provided over the remaining portion of the pump station with a new wood truss and shingled façade roof to be placed on top of the concrete roof
 - All necessary roof penetrations will be included
 - The concrete roof will be suitable for a lifting crane installation to assist with lifting equipment to the main floor
- o If, during design, the Owner feels that the height of the building should be increased, Donohue will add several rows of CMU block to accommodate
- o The entire exposed building exterior (including the newly exposed wall that was between the wet well and the dry well) will be finished and painted
- o Exterior lights will be installed to provide light to the lift station slab area
- Protection for the gas meter
- Adding wheel stops in the front of the building
- Paving an area in front of the lift station building to better provide a driving and parking area
- Repaint piping and surfaces as needed
- Replacement of 3 existing pumps with ShinMaywa dry well submersible pumps including adjusting pump mounting and suction pipe routing, valves, and expansion joints
- Replacing pump discharge piping along with valves, check valves, expansion joints, and pressure gauge assemblies
- Blasting and repainting of roof decking and door lintels
- Repair of damaged and spalling concrete and reinforcing
- Replace / supplement the HVAC system to meet NFPA 820 standards and to provide a positive pressure in the dry well spaces
- Replace existing unit gas heater
- Add a backflow preventer on the potable water line
- Provide a hot water supply (instantaneous water heater) for the service sink
- Repair or replace the dry well floor drain piping and install a cover
- Modify the building sump pump system to add a sealed cover and relocate the power supply to above possible flood water level
- Replace the existing ATS with a service entrance ATS
- Provide surge protection for new electrical and control equipment

- Provide a new engine generator
 - Painting conduit from the generator to the pump station to minimize the trip hazard
 - Add exterior light fixtures on the lift station structure
 - Provide a new PLC and control panel that includes wet well high and low level alarm pilot lights
- a. Develop and submit a 30% design package (plans only) for RWWU review. Conduct a 30% Design Meeting with RWWU and incorporate RWWU comments. Technical specifications will not be included in the 30% design package.
 - b. Develop and submit a 60% design package (plans and specifications) for RWWU review. Conduct a 60% Design Meeting with RWWU and incorporate RWWU comments.
 - c. Develop and submit a 90% design package (plans, specifications, and OPCC) for RWWU review. Conduct a 90% Design Meeting with RWWU and incorporate RWWU comments.
 - d. Compile the final design package, incorporating all RWWU comments, for bidding purposes.

NOTES:

1. Detailed construction plans will be developed with AutoCAD using Donohue's current drawing standards and be delivered in Adobe Acrobat PDF format (11x17 size). Electronic copies of all plans will also be supplied in AutoCAD Format. At the minimum, the plan set will include:
 - a. Title page
 - b. General notes
 - c. Standard Details and special details
 - d. Electrical one-line diagram
 - e. Process and Instrument Diagram (P&ID)
 - f. Site plan
 - g. Civil, erosion control, and paving plan
 - h. Demolition Plan
 - i. Building repair plans with elevations (if needed)
 - j. Control and electrical plans
 - k. Process mechanical plans for equipment and piping
 - l. HVAC and Plumbing plans
2. Front end specifications are the contractual components of the Project. Donohue will provide the front end documents as part of the specification package and will include an Advertisement to Bid, Instructions to Bidders, Bid Form, Bond Forms, the Agreement Form, and the General and Supplementary Conditions. Donohue anticipates using our standard front end specifications, which includes the EJCDC C-700 Standard General Conditions for a Construction Contract.
3. Technical specifications provide direction to the Contractor on acceptable materials and construction procedures to ensure an overall quality Project. Donohue will provide the expertise to prepare the technical specifications for this Project. They will be generated using Donohue's current standard technical specifications and will

be delivered in Adobe Acrobat PDF format (8.5 x11 size). Electronic copies of all specs will also be supplied in Microsoft WORD format.

4. Once the detailed design of the Project has been completed, Donohue will revisit and update the OPCC that was generated in the LS10 Appendix J. The OPCC will be updated based on a more detailed design as well as current market conditions. The OPCC will be generated using Microsoft Excel using Donohue's standard costing template and will be delivered in Adobe Acrobat PDF format (8.5 x 11 size).

204. WDNR Design Report:

- a. NR 110.14 (Sewage Lift Stations Design Criteria, Paragraph 1(b) – Design Report) requires a Design Report to be submitted to the Wisconsin WDNR for any new sanitary lift station or if significant upgrades are made to an existing sanitary lift station. This Project will require a WDNR Design report which will consist of the plans, specifications, and WDNR standard forms.
- b. Develop a Design Report to outline the upgrades being made to the LS10 and submit it to the WDNR for review and approval. Address any questions or comments the WDNR may have related to the ultimate design.

The Final Deliverable for this Project will be an electronic version (PDF format) of the design package which will include the drawings and specifications. The design package will be signed and sealed by the Project Manager, who is a professional engineer licensed to practice in the state of Wisconsin.

300 Tasks – Bidding

301. Pre-Bid Meeting: Donohue will prepare for and participate in a pre-bid meeting where the conditions and scope of the contract will be discussed. The pre-bid meeting is anticipated to be virtual as Donohue believes this will result in better Bidder participation. It is anticipated that the pre-bid meeting will NOT be mandatory for potential Bidders.
302. Bidding Services: Donohue will provide the necessary bidding services to help promote a fair and competitive bidding environment. These bidding services include addressing requests for information from potential bidders, answering bidder questions, generating addenda for the bid package, as required, and promoting the Project to potential bidders.
303. Bid Evaluation: Once Bids have been received, Donohue will inspect each Bid for conformance to the Contract Documents. Only Bids that conform to the Contract Documents will be assessed further. Donohue will evaluate conforming Bids and compile the data into a summary table where the Bids can easily be reviewed by the PRCS or the RWWU. Donohue will also provide a recommendation on which Bid, if any, to accept.

Donohue anticipates that the RWWU will facilitate the bid opening process, however Donohue can assist the City if assistance is requested.

400 Tasks – Construction Phase

- 401. Management: Donohue will provide the overall management of the engineering team during construction. This task will include coordinating with the Contractor to maximize the value of the engineering team as it relates to meetings, submittal reviews, site observations, and addressing questions and changes. The Manager will act as the conduit for information between the Contractor and the engineering team and will also work to control schedule and budget.
- 402. Conformed to Contract Document: Prepare an updated package that combines and incorporates the signed agreement, bond paperwork, completed bid form, and any addenda that were issued during the bidding phase so that all parties have the latest and most up-to-date drawings and specifications to construct from.
- 403. Pre-Construction Meeting: Donohue will attend a pre-construction meeting. It is anticipated that the meeting materials will be prepared by the Contractor, and that the Contractor will lead the meeting. It is anticipated that this meeting will be in person at the RWWU's facility.
- 404. Weekly Construction Meetings: Participate in virtual weekly construction meetings that are run by the Contractor. These are crucial to keep the team informed on construction progress and to be able to address any construction issues as they become apparent.
- 405. Submittal Review: Donohue will receive, review, comment on, and return submittals provided by the Contractor. Based on the size of this Project, Donohue anticipates between 20 and 25 submittals, ranging across all engineering disciplines. Due to the low number of submittals anticipated, Donohue is open to relying on email transmissions of submittals and will not require a dedicated program for handling and tracking submittals. However, if the Contractor prefers to use a program for this effort, Donohue will accommodate but, we have not budgeted any cost to purchase a license for using such a program. The process for handling submittals will be negotiated during the pre-construction meeting.

Donohue has budget for reviewing 30 to 35 submittals with the anticipation that approximately half of them will require a revision / secondary review. Donohue anticipates the following submittals:

- a. Pumps
- b. Piping
- c. Plug valves
- d. Wedge gate valves
- e. Check valves
- f. Expansion joints
- g. Building materials
- h. Roof materials
- i. CMU block
- j. Concrete and rebar
- k. Pavement mix

- l. Grout material
- m. Coatings
- n. HVAC equipment
- o. Backflow preventer
- p. Automatic transfer switch
- q. Generator
- r. Lighting
- s. Other electrical equipment
- t. PLC Control Panel
- u. Other controls equipment

406. Site Observations: Donohue has budgeted for eight construction observation trips to the site by the appropriate discipline engineer based on the work being done at a particular time. These site observations will help ensure that the Contractor is completing the work per the Contract documents. Although the specific discipline engineers will focus on their area of expertise, they will also observe the overall project, take photos, and share that information with the engineering team. The engineering team will review the site photos as best as possible to look for any discrepancies between construction and the Contract Documents.
407. Clarifications / RFIs / Change Orders: Donohue will provide the engineering services necessary to address any questions that the Contractor has, provide any clarifications the Contractor needs related to the intent of the Contract Documents or the Project, provide or facilitate obtaining additional information needed by the Contractor to complete the work, and, if necessary, facilitate any change orders. Donohue will act as the first review of any change order requests and help the RWWU decide if the requests are warranted or unsubstantiated. We will review the costs provided by the Contractor and provide an opinion on their validity. If approved by the RWWU, Donohue will work to develop the Change Order documentation and provide it to the parties for execution.
408. Punch List: Donohue has budgeted one site trip by the PM to meet with the Contractor and the RWWU to walk through and inspect the construction site near the completion of construction. The intent will be to identify and document any outstanding construction activities so that they can be addressed before Final Completion of the Project can be awarded. Donohue will prepare the Punch List based on site observations and share that document with both the Contractor and the RWWU for tracking purposes.
409. Record Drawings: Donohue will compile the red-line drawings generated in the field by the Contractor and update the design drawings to match any changes that were made in the field. This updated drawing set will be labeled as Record Drawings. Donohue takes no responsibility for incorrect information provided by the Contractor or for changes to the design that are not captured by the Contractor's red-line drawings. However, if Donohue identifies incorrect or missing information on the red-line drawings based on our site visits or from information garnered through the construction process, we will inquire about those items in an effort to provide the most accurate Record Drawings possible.

C. Project Timing

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement, which is anticipated to be the week of _____. Based on this anticipated start date, Donohue will provide the identified deliverables as documented in the attached Project Schedule.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to the RWWU the Final Design Package as defined in the Scope of Services (Part I) of this Agreement, unless the RWWU has elected to accept 300 Tasks - Bidding Services and 400 Tasks - Engineering Services During Construction.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, surveys, geotechnical and environmental studies, or assessments.
3. Be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services. Coordination with other entities that are necessary to facilitate the inspection shall also be provided by the Owner.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.
7. Initiate the Advertisement of Bid per standard City procedures and provide any bid-time questions or comments to Donohue to address. Host a public bid opening and provide all completed bid documents to Donohue for review.
8. Enter into a construction contract with the Contractor (if deemed overall beneficial for the City) and provide Donohue communication access to the Contractor for ongoing engineering during construction services.
9. Provide an on-site project representative to act on the City's behalf during construction to ensure work is being done according to the contract documents, document the work being done, help coordinate construction activities with engineer inspections, participate in weekly construction calls, oversee requested change orders, and provide general oversight of the construction activities.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$194,170.00, if accepted by the Owner.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. 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.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The standard of care for all professional engineering and related services performed or furnished by Donohue under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Services performed or furnished by Donohue shall be provided consistent with and limited to the standard of care applicable to such services. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this standard of care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services (Part I) set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. RELIANCE ON OTHERS. Owner acknowledges and agrees that Donohue may rely, without independent verification, on the accuracy and completeness of data, specifications, certifications, performance claims, and other information or documentation furnished by, or published by, equipment and material manufacturers, suppliers, or vendors, provided such reliance is consistent with the applicable standard of care. Donohue shall not be responsible for errors, omissions, or inaccuracies in such third-party information unless Donohue had actual knowledge of such error, omission, or inaccuracy, or such reliance would not be reasonable under the circumstances. This provision applies to information provided directly to Donohue as well as information incorporated into product submittals, shop drawings, and O&M manuals.

4. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's services do not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

5. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

6. DELAYS. If performance of Donohue's services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

7. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

8. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

9. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

10. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by firms or individuals other than Donohue.

11. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

12. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving

construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

13. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

14. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the services under this Agreement. Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

16. ELECTRONIC MEDIA. Owner and Donohue may agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and other files in electronic media or digital format, either directly, or through access to a secure Project website. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. The parties may mutually agree to submit any dispute to mediation, but doing so shall not be required or a prerequisite to exercising their rights at law.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Cost Proposal – LS10 Upgrade Design

Levels of Effort (Hours) by Task											
	Project Roles	QA/QC	PM	Sr. Process	Process / Drawing Coordinator	Structural	Civil	HVAC & Plumbing	Electrical	I&C	Admin
		Team Members	QC	Lockett	Rokita	Mueller	Schuenemann	Bgrunwald	Larson	Rivera	Goecks
100	Project Management										
101	Project Management		24								6
102	Project Kickoff Meeting (+ Site Visit)		6	6	6	6		6	6	6	
103	Bi-Weekly Conference Calls during Design		12								
104	Drawing Coordination				30						
105	QA/QC	30	2								
Totals		30	44	6	36	6	0	6	6	6	6
200	Detailed Design Phase										
201	Pump Flows and Hydraulics			4	12						
202	Constructability Evaluation and Sequence of Construction		4		8						
203a	30% Design		22	8	12	16	8	8	24	24	
203a	30% Design Meeting		2		2			2	2	2	
203b	60% Design		12	8	24	32	8	8	32	32	
203b	60% Design Meeting		2		2			2	2	2	
203c	90% Design		16	4	24	32	24	24	24	24	
203c	90% Design Meeting		2		2			2	2	2	
203d	Develop Final Design Package (drawings, specs, OPCC)				8	2	2	2	2	2	4
204	WDNR Design Report	2	4	4	20						2
Totals		2	64	28	114	82	42	48	88	88	6
300	Bidding Phase										
302	Attend Pre-Bid Meeting (virtual)		4								
303	Clarifications & Addenda		2		4	2	1	1	2	2	
304	Bid Evaluation and Recommendation		2		2						
Totals		0	8	0	6	2	1	1	2	2	0
400	Construction Phase										
401	Project Management		32								6
402	Conformed to Contract Documents		2		4		2				
403	Pre-Construction Conference (on site)		4								
404	Construction Meetings (12 - 1 per month) (virtual)		8		12						
405	Submittal Review and Processing		4		16	12	8	12	16	16	8
406	Site Observations (7)		10		6	6		6	6	6	
407	Respond to RFI, clarifications, Interpretations, & COs		4		16	2	2	1	4	8	
408	Punch List and Walk-Throughs		8								
409	Record Drawings		2		8	1	2	1	4	4	
Totals		0	74	0	62	21	14	20	30	34	14
Total Hours All Phases		32	190	34	218	111	57	75	126	130	26

Labor Fee Summary by Phase											
	Project Roles	QA / QC	PM	Sr. Process	Process / Drawing Coordinator	Structural	Civil	HVAC & Plumbing	Electrical	I&C	Admin
	Team Members	QC	Lockett	Rokita	Mueller	Schuenemann	Bgrunwald	Larson	Rivera	Goecks	Treft
Hourly Labor Charge-Out Rates (Estimated 2026 Rates)		\$220	\$220	\$220	\$145	\$220	\$165	\$165	\$185	\$240	\$105
Project Management		\$6,600	\$9,680	\$1,320	\$5,220	\$1,320	\$0	\$990	\$1,110	\$1,440	\$630
Detailed Design Phase		\$440	\$14,080	\$6,160	\$16,530	\$18,040	\$6,930	\$7,920	\$16,280	\$21,120	\$630
Bidding Phase		\$0	\$1,760	\$0	\$870	\$440	\$165	\$165	\$370	\$480	\$0
Construction Phase		\$0	\$16,280	\$0	\$8,990	\$4,620	\$2,310	\$3,300	\$5,550	\$8,160	\$1,470
Totals		\$7,040	\$41,800	\$7,480	\$31,610	\$24,420	\$9,405	\$12,375	\$23,310	\$31,200	\$2,730
		5.2%	17.4%	5.5%	15.9%	14.2%	5.1%	6.5%	12.7%	16.5%	0.9%

5.2%17.4%5.5%15.9%14.2%5.1%6.5%12.7%16.5%0.9%

Labor Fees and Expenses by Task			
Total Hours	Labor Fee	Expenses	Totals
30	\$5,910		\$5,910
42	\$8,370	\$1,200	\$9,570
12	\$2,640		\$2,640
30	\$4,350		\$4,350
32	\$7,040		\$7,040
146	\$28,310	\$1,200	\$29,510
Total Hours	Labor Fee	Expenses	Totals
16	\$2,620		\$2,620
12	\$2,040		\$2,040
122	\$24,700		\$24,700
10	\$1,910		\$1,910
156	\$31,160		\$31,160
10	\$1,910		\$1,910
172	\$33,040		\$33,040
10	\$1,910		\$1,910
22	\$3,530		\$3,530
32	\$5,310		\$5,310
562	\$108,130	\$0	\$108,130
Total Hours	Labor Fee	Expenses	Totals
4	\$880		\$880
14	\$2,640		\$2,640
4	\$730		\$730
22	\$4,250	\$0	\$4,250
Total Hours	Labor Fee	Expenses	Totals
38	\$7,670		\$7,670
8	\$1,350		\$1,350
4	\$880	\$300	\$1,180
20	\$3,500		\$3,500
92	\$16,780		\$16,780
40	\$7,930	\$1,200	\$9,130
37	\$6,795		\$6,795
8	\$1,760	\$100	\$1,860
22	\$4,015		\$4,015
269	\$50,680	\$1,600	\$52,280

Total Labor Hours and Fee Summary			
Labor Hours	Labor Fee	Expenses	Total Fee
146	\$28,310	\$1,200	\$29,510
562	\$108,130	\$0	\$108,130
22	\$4,250	\$0	\$4,250
269	\$50,680	\$1,600	\$52,280
999	\$191,370	\$2,800	\$194,170

Timeline – LS10 Upgrade Design

RWWU LS10 Upgrade Design
Racine Wastewater Utility
09/16/25

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