

General Conditions of Contract Between Owner and Design-Builder: Amended and Restated

(March 18, 2025, inclusive of Work Packages 1-5)

McCarron's Water Treatment Process
Improvements
St. Paul, MN

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Article 1 – General

1.1 Basis of General Conditions of Contract

1.1.1 These General Conditions of Contract are based upon standard DBIA (Design-Build Institute of America) contract documents. While DBIA's standard contract document has been used as the basis for compiling the contents of these General Conditions of Contract, all parties are advised that modifications to the standard contract document have been made. As such, all parties are advised to carefully review the specific text of this General Conditions of Contract document in recognition of the fact that it is not an exact match with DBIA's standard forms.

1.2 Mutual Obligations

1.2.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.3 Basic Definitions

Acceptance Test and *Acceptance Testing* refers to testing procedures required to prove that the applicable performance standards are met in full as described in Exhibit Q2 (Acceptance Test Plan Annotated Outline).

Acceptance Test Plan refers to the plans and procedures for the performance of Acceptance Testing to be prepared by the Design-Builder and approved by the Owner in accordance with Exhibit Q2 (Acceptance Test Plan Annotated Outline).

Agreement refers to the executed contract between Owner and Design-Builder under DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects: Amended and Restated*.

Amended and Restated Contract refers to the documents entitled *General Conditions of Contract Between Owner and Design-Builder: Amended and Restated* (this document) and *Progressive Design-Build Agreement: Amended and Restated* in addition to all exhibits attached to said documents. The Amended and Restated Contract shall be executed following the Owner's acceptance of the GP Proposal and will establish the Guaranteed Price for Phase 2 of the Project.

Application for Payment is a request for payment issued by the Design-Builder to the Owner as described in Section 6.3.

Baseline Drawings and Specifications are the documents prepared and assembled in Exhibit L7 by the Design-Builder during Phase 1 of the Project addressing Owner comments from the previous interim review necessary to define the baseline design for the Amended and Restated Contract and the Phase 2 scope of work.

Basis of Design Documents are as follows: these General Conditions of Contract, the Agreement, any amendments or revisions to the General Conditions of Contract or the Agreement made in accordance with Article 9 of these General Conditions of Contract, and all Exhibits to the Agreement. Basis of Design Documents may also include engineering reports, pilot testing data, and other such information which serves to inform design and is compiled by the Design-Builder during Phase 1 of the Project.

Certificate of Substantial Completion of Treatment Facilities is a certificate issued to the Design-Builder by the Owner certifying that the Treatment Facilities portion of the project has reached Substantial Completion of the Treatment Facilities as described in Section 2.7.6.

Certificate of Substantial Completion of the Project is a certificate issued to the Design-Builder by the Owner certifying that the project has reached Substantial Completion of the Project as described in Section 2.7.7.

Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder which adjusts the scope of Work, Contract Price, and/or Contract Time. Change Orders are further defined in Section 9.1.

Construction Documents are the drawings and specifications described in Section 2.3 to be prepared and assembled by the Design-Builder that have been advanced and finalized to be sufficiently complete for Design-Build construction.

Construction Work is comprised of all construction, materials staging and transportation, construction inspection, facilities testing, demolition, and other services performed during Phase 2 of the project. In general, Construction Work is equivalent to Phase 2 work.

Contract Documents are the documents which shall govern project work. The specific documents considered to be Contract Documents are listed in Article 3 of the Agreement.

Contract Price refers to the price which the Owner agrees to pay the Design-Builder in exchange for the performance of the work. The Contract Price for Phase 1 will take the form of a not-to-exceed value. The Contract Price for Phase 2 may either take the form of a Lump Sum value or a Guaranteed Maximum Price depending upon the Owner's selected implementation method.

Contract Time refers the amount of time allowed for Work on the project. Contract Time is established in the Agreement and may be revised as necessary throughout the project.

Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.

Design-Builder refers to the team selected to perform the Work through the Project Procurement Activities. The Design-Builder is a signatory to the General Conditions of Contract and the Agreement.

Design-Builder's Fee refers to the fee which provides for the Design-Builder's overhead and profit on the Work.

Design Consultant is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

Exhibits to the Agreement are documents which have been attached to these General Conditions of Contract and the Agreement. Such Exhibits to Contract Documents shall be considered as a fully enforceable and binding part of the Agreement.

Final Completion is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the Punch List and the submission of all documents set forth in Section 6.7.2.

Force Majeure Events are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

General Conditions of Contract refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder: Amended and Restated*.

Guaranteed Maximum Price refers to a potential means of implementing the Guaranteed Price for the project. Establishment of a Guaranteed Maximum Price generally means that the Design-Builder will be compensated on the basis of verifiable project costs with the addition of approved markups for overhead and profit. Under this delivery method, the Design-Builder is responsible for any cost-overruns, and any cost-underruns may be subject to a Shared Savings Provision.

Guaranteed Price means the price which is established in the Guaranteed Price Proposal and agreed to by the Owner. The Guaranteed Price may take the form of a Lump Sum or a Guaranteed Maximum Price at the Owner's discretion. The Guaranteed Price may be amended through change orders during Phase 2 work.

Guaranteed Price (GP) Proposal means that proposal developed by Design-Builder in accordance with Section 2.3 of the Agreement.

Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements. Hazardous Conditions may also refer to any substance which, if exposed to raw or treated drinking water, could compromise the safety of the water supply.

Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

Lump Sum refers to a potential means of implementing the Guaranteed Price for the project. Establishment of a Lump Sum price generally means that the Design-Builder will be compensated on the basis of completed project milestones in accordance with a pre-defined schedule of values. Compensation shall include a fixed markup for overhead and profit.

Notice to Proceed refers to a written order given by the Owner to the Design-Builder which directs the Design-Builder to proceed with a specified portion of the Work.

Owner refers to the Board of Water Commissioners doing business as Saint Paul Regional Water Services.

Owner's Permit List refers to an attachment to these Contract Documents which lists permits required for the project and associated responsibilities.

Owner's Project Criteria refers to a Phase 1 reference document which described the Owner's preliminary program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements, water quality requirements, and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria were revised during Phase 1 through mutual collaboration between the Owner and the Design-Builder as described in Agreement Section 2.2.1.1.

Performance Standards refers to the Design-Builder's guarantees for the systems, subsystems, and process of the Project, which are described in Exhibit Q 2 (Acceptance Test Plan Annotated Outline).

Phase 1 includes all work performed by the Design-Builder prior to the signing of the Amended and Restated Contract as well as all design work performed on the project, regardless of timing.

Phase 2 includes all work accomplished after the establishment of the Amended and Restated Contract with the exception of any outstanding design work.

Principal in Charge refers to the individuals specified as such in Article 10 of the Agreement.

Project is used interchangeably with Work. The Project is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Project Manager refers to the individuals specified as such in Article 10 of the Agreement.

Project Procurement Activities refer to formal procurement efforts undertaken by Saint Paul Regional Water Services and the City of Saint Paul in order to select the best-value Design-Builder. The Request for Qualifications and the Request for Proposal issued by the City of Saint Paul and responses submitted by the Design-Builder are part of the Project Procurement Activities

Prudent Industry Practice refers to the practices, methods, and techniques generally followed by water plant operations and maintenance professionals in the United States regularly involved in similar projects or services.

Public Facilities Authority (PFA) is the agency which administers Minnesota's Drinking Water Revolving Fund program, which is intended as the funding source for this project.

Punch List refers to a formal accounting of all outstanding work which remains to be completed before Final Completion. Punch List work will be identified at the time that a Certificate of Substantial Completion is issued for the applicable portion of Work. The Punch List is generated by the Design-Builder during the course of Phase 2 work. During Phase 2 and prior to Substantial Completion, the Design-Builder will periodically review the Punch List with the Owner to ensure that both parties are in agreement with regards to the items included on the Punch List. The Punch List is subject to the mutual agreement of the Owner and the Design-Builder.

Request for Proposals refers to the document issued by the Owner to solicit proposals during the Project Procurement Activities. Responses to this RFP (proposals) served as the basis for selecting the Design-Builder offering the best value to the Owner.

Self-Performed Work means any work which is performed by the Design-Builder or any affiliate specified on the submitted Statement of Qualifications during Project Procurement Activities.

Shared Savings Provision refers to a provision under which the Owner and Design-Builder agree to share the cost savings associated with any underrun of Project expenses under the Guaranteed Maximum Price delivery model.

Site is the land or premises on which the Project is located.

Statement of Qualifications refers to the document submitted by the Design-Builder in response to SPRWS's Request for Qualification during the Project Procurement Activities.

Subcontracted Work is any work which is not performed by the Design-Builder or any affiliate specified on the submitted Statement of Qualifications during Project Procurement Activities

Subcontractor is any person or entity retained by Design-Builder (or by another Subcontractor) as

an independent contractor to perform a portion of the Construction Work and shall include materialmen and suppliers.

Substantial Completion of the Treatment Facilities means that the Treatment Facilities as defined in Section 2.7.6.1 (other than the Punch List) have been sufficiently completed and has passed all Acceptance Testing. A Certificate of Substantial Completion will be issued upon achievement of Substantial Completion of the Treatment Facilities.

Substantial Completion of the Project means that the entire Work as defined in Section 2.7.7.1 (other than the Punch List) has been sufficiently completed. A Certificate of Substantial Completion will be issued upon achievement of Substantial Completion of the Project.

Termination for Convenience refers to the Owner's decision to release the Design-Builder from work in accordance with Article 9 of the Agreement.

Treatment Facilities refers to the Project components necessary for treatment of the process flows and successful performance of the Acceptance Test as defined in Section 2.7.6.1.

Work is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2 – Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Project Manager (as defined in Section 10.1 of the Agreement) shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Key Personnel identified in Exhibit F to the Agreement shall not be replaced without the mutual agreement of the Owner and the Design-Builder.

2.1.3 During Phase 1, Design-Builder shall provide Owner with a written monthly status report as described in the Phase 1 Scope of Services.

2.1.4 During Phase 2, Design-Builder shall provide Owner with a written monthly status report detailing the progress of the Construction Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Construction Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.5 During Phase 1, the Design-Builder shall coordinate bi-weekly progress meetings with the Owner's Project Manager. During Phase 2, the Design-Builder shall coordinate weekly progress meetings with the Owner's Project Manager. Such weekly meetings shall include verbal updates on the progress of the Construction Work, including each of the topics discussed in Section 2.1.4 above.

2.1.6 The parties will meet within seven (7) days after execution of the Amended and Restated

Contract to discuss issues affecting the administration of the Construction Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.7 Owner shall provide documents as described in Section 3.2 of these General Conditions of Contract. In the event that such documents are found insufficient for project needs, the Design-Builder shall be responsible for collecting additional information. The Owner and Design-Builder shall work together to determine the appropriate scope and compensation for additional surveying, geotechnical exploration, utility potholing, etc.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Design Development Services.

2.3.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Section 3.1.2. Following Owner's review of design submissions, Design-Builder shall promptly revise and modify the submittals so as to fully address all Owner comments and shall deliver to Owner revised submittals for review.

2.3.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review, the Construction Documents in accordance with the procedures set forth in Section 2.3.1 above. Design-Builder shall proceed with construction in accordance with the Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.3.3 Owner's review or approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.3.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Construction Work to permit construction to proceed on that portion of the Construction Work prior to completion of the Construction Documents for the entire Construction Work.

2.4 Legal Requirements and Funding Conditions.

2.4.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.4.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement which demonstrably and meaningfully impact the performance of the Work, or if a Guaranteed Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.4.3 Design-Builder shall cooperate with the requirements of Owner's lenders or other financial sources. Design-Builder shall be responsible for meeting any adjustments to the requirements of the Owner's lenders or other financial sources made after the execution of the Agreement. In the event that funding requirements change during the course of the Project and meaningfully alter the obligations and responsibilities of the Design-Builder, a Change Order may be utilized to ensure that Design-Builder is appropriately compensated for such adjustments.

2.5 Government Approvals and Permits.

2.5.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.5.1.1 Any new permit requirements or revisions to permit fees enacted after the date of the Agreement shall be considered a change in Legal Requirements as described in Section 3.7.1 of these General Conditions.

2.5.1.2 In the event that the Design-Builder fails to identify any permit requirements or permit fees which were in effect at the time of the Agreement or any pending changes to permit requirements which were publicly published at the time of the Agreement, such requirements shall not be considered a change in Legal Requirements. The Design-Builder shall not be entitled to a change in Contract Price or Contract Time in such an instance.

2.5.2 Design-Builder shall provide assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.6 Design-Builder's Phase 2 Services.

2.6.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, commissioning, Acceptance Testing, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.6.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction. All means, methods, sequences, and techniques of construction, however, shall be consistent with Owner-accepted plans for maintenance of plant operations (refer to Exhibit Q4).

2.6.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. All subcontracted work shall comply with PFA (MN Public Facilities Authority) requirements associated with project funding and any other commitments related to the inclusion of Disadvantaged Business Enterprise (DBE) firms specified by the Design-Builder during Project Procurement Activities.

In the event that any funding requirements change during the course of the construction phase, the Owner shall compensate the Design-Builder for any demonstrable expenses resulting from the change in funding requirements.

2.6.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.6.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering regular operations of the existing water treatment facility or with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7 Design-Builder's Responsibilities for Substantial Completion, Facility Testing, and Training Procedures

2.7.1 Facility Testing Procedures. During Phase 1, the Design-Builder and Owner shall collaborate to develop preliminary testing plans for the facility. The preliminary testing plans are incorporated in Exhibits Q1 and Q2 (Preliminary Draft Startup and Commissioning Plan and Acceptance Test Plan Annotated Outline). The preliminary testing plans have been developed to establish a mutual understanding of minimum standards and guidelines for all forms of testing on the Project. Such testing requirements include, but may not be limited to, Startup and Commissioning Testing, Functional Testing, Milestone Testing, and Acceptance Testing. The Design-Builder shall be contractually obligated to meet the minimum requirements for each phase of facility testing which are described in Exhibit Q1 (Preliminary Draft Startup and Commissioning Plan) and Exhibit Q2 (Acceptance Test Plan Annotated Outline) document.

2.7.2 Functional Testing. The Design-Builder shall be responsible for demonstrating that facilities have been properly designed, constructed, and powered in accordance with the Startup and Commissioning Plan. The Design-Builder shall be responsible for demonstrating that facilities operate in the intended manner and that no operational flaws are evident in accordance with the

Preliminary Draft Startup and Commissioning Plan. Certificates of Proper Installation, including signatures from the manufacturer, shall be provided at the time of facility startup.

2.7.3 Milestone Testing. For any Project components which are constructed and operated prior to completion of the entire facility, the Design-Builder will be required to demonstrate that the individual Project components are capable of satisfactorily meeting pertinent water quality regulations in accordance with the Preliminary Draft Startup and Commissioning Plan (Exhibit Q1). Milestone Testing may be bypassed, and the Design-Builder may proceed directly to Acceptance Testing in the event that all Project components are put into operation concurrently.

If the Design-Builder's project phasing plans require that pre-existing water treatment infrastructure be demolished prior to Acceptance Testing of the facility, the Design-Builder shall demonstrate (by means of successfully Milestone Testing the newly installed, analogous infrastructure) that the pre-existing infrastructure is no longer necessary to provide acceptable water quality and water volumes.

2.7.4 Acceptance Testing. Following the successful Startup, Functional Testing, and (if applicable) Milestone Testing for all Project components, the Design-Builder shall be required to demonstrate that the Treatment Facilities meet all requirements defined in the Acceptance Test Plan Annotated Outline (Exhibit Q2), including all Performance Standards, in accordance with the Owner-approved final Acceptance Testing Plan.

2.7.4.1 Design Professional Services and Acceptance Testing. The design professional services shall be performed to achieve all requirements as defined in the Performance Standards.

2.7.4.2 Acceptance Testing Timeline. The Owner and Design-Builder understand some lab results requisite for determining whether the Acceptance Test has been passed may take several weeks to obtain. Therefore, upon apparent completion of the physical Acceptance Testing process, the Owner will assume full control of the Treatment Facilities, provided that: (i) all readily available test results indicate that the facility appears to have passed the Acceptance Test, (ii) all processes established in the Acceptance Testing Plan have been followed correctly, and (iii) the Owner's staff has been fully trained to operate the facility.

The Owner's assumption of control of the facility shall not be construed as indicating that the Acceptance Test has been officially passed. All requisite lab results must be obtained and approved in order for the facility to pass Acceptance Testing.

2.7.5 Training. The Design-Builder shall be required to train Owner's staff in the operation and maintenance of the Project as defined in Exhibit Q3 (Draft Operations and Maintenance Staff Training Plan).

2.7.6 Substantial Completion of the Treatment Facilities.

2.7.6.1 Definition of Treatment Facilities. The Treatment Facilities are the Project components necessary for treatment of the process flows and successful passage of the Acceptance Test. The Treatment Facilities are inclusive of civil (permanent or temporary required to safely access the facilities and accept chemical deliveries), architectural, structural, mechanical, electrical, and I&C for (1) 100 – Existing Raw Water Terminal (excluding East RW tie-in), (2) 200 - Lime Building, (3) 300 – Solids Contact Clarifiers, including tie-ins to existing sludge lines, (4) 400 – Recarbonation – Ozonation Building, (5) 650 – Connector, (6) 950 – Phase 1 Demolition (Settling Basins, Clarifier 1), (7) Yard Piping (excluding West Raw Water Pipeline and South OZW Pipeline), and (8) Modifications to existing Fluoride Metering System. The Treatment Facilities will be operated remotely via

the temporary controls trailer.

2.7.6.2 Conditions of Substantial Completion Date of Treatment Facilities. Substantial Completion of the Treatment Facilities shall be achieved when all portions of the Treatment Facilities have been completed in accordance with the Construction Documents (other than the Punch List as agreed to by both parties); are capable of operating safely in accordance with all Applicable Laws, Permits, and Prudent Industry Practice; and have successfully passed the Acceptance Test.

2.7.6.3 Substantial Completion Date of the Treatment Facilities. Following successful Acceptance Testing (including the receipt of all water quality analysis), Substantial Completion of the Treatment Facilities shall be deemed complete, and the Owner shall prepare and issue a Certificate of Substantial Completion for the Treatment Facilities that will set forth (i) the date of Substantial Completion of the Treatment Facilities, (ii) the remaining items of Work related to the Treatment Facilities that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Treatment Facilities' security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties for the Treatment Facilities commence to run on the date of Substantial Completion of the Treatment Facilities, except as may otherwise be noted in the Certificate of Substantial Completion for the Treatment Facilities. The Certificate of Substantial Completion for the Treatment Facilities shall be issued by the Owner within 14 days after all conditions specified in 2.7.6.2 have been met.

2.7.7 Substantial Completion of the Project.

The remaining Project components are not integral to the operations of the Treatment Facilities, and it is the expectation of the parties that the Work associated with the remaining Project components will occur subsequent to the Substantial Completion Date of the Treatment Facilities.

2.7.7.1 Definition of Remaining Project Components. Remaining Project components are any Work not included in the Treatment Facilities. This includes, but may not be limited to, (1) 600 – Laboratory Office Building, (2) 052 – Landscape, (3) 950 – Phase 2 Demolition (Flocculation Basin 3, Clarifiers 2 through 5), (4) Final Site Civil, (5) West Raw Water Pipeline, (6) South OZW Pipeline, and (7) site-wide lighting and miscellaneous electrical systems (e.g., CCTV and card readers).

2.7.7.2 Conditions of Substantial Completion Date of Project. Substantial Completion of the Project shall be deemed to have occurred only when the Design-Builder has reached Substantial Completion of the Treatment Facilities, completed the physical Work of the remaining Project components (see section 2.7.7.2.1 below for exemption), and submitted a certification that the entire Work is physically complete (other than the Punch List).

2.7.7.2.1 Final Paving and Landscaping Work Exempt. Final paving and landscaping work are seasonally dependent and may not be completed until the warm-weather months of 2027. These items are specifically exempted from the requirements for Substantial Completion of the Project and will be a requirement of Final Completion.

2.7.7.3 Substantial Completion Date of Project. Within 14 days of receipt of the certification from the Design-Builder, Substantial Completion of the Project shall be deemed complete, and the Owner shall prepare and issue a Certificate of Substantial Completion of the Project that will set forth (i) the date of Substantial Completion of the Project, (ii) the remaining items of Work related to the Project that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an

acknowledgment that warranties not included in the Treatment Facilities commence to run on the date of Substantial Completion of the Project, except as may otherwise be noted in the Certificate of Substantial Completion of the Project.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's safety representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The safety representative shall make documented daily inspections of the Site and shall hold documented weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Responsibility for Project Security.

2.9.1 Design-Builder recognizes that the Site is deemed to be of critical importance to public health, and, as such, recognizes the importance of maintaining Site security throughout the project. Design-Builder shall limit site access to individuals authorized to be on-Site in accordance to the Site Security Exhibit attached to the Agreement.

2.10 Design-Builder's Warranty.

2.10.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner by the Owner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon substantial completion of the applicable portion of Work.

2.11 Correction of Defective Work.

2.11.1 Except as modified by any other performance or latent defects requirements herein, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of substantial completion of the applicable portion of Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.11.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.11.3 The one-year period referenced in Section 2.11.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11.4 Prior to Substantial Completion of the Treatment Facilities, the Design-Builder and the Owner will collaborate to develop a mutually agreeable plan to govern the one-year warranty period referenced in this section.

Article 3 – Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews of interim design submissions and Construction Documents. For submittal milestones (i.e., 30% design, 60% design, GP Proposal, and significant alterations to design concepts), Owner shall review and provide comment on such submittals within twenty-one (21) days after receipt of the submissions. For intermediate submittals, Owner shall review and provide comment within fourteen (14) days after the receipt of the submissions. Such review timelines may be adjusted for time-sensitive critical path submittals provided that both Owner and Design Builder agree to the revised review period in advance.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Owner shall furnish the Design-Builder with various types of information during Phase 1

services. The types of the information that the Owner will be required to provide and the extent to which the Design-Builder may rely upon that information is described below:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines. Design-Builder may rely upon surveys for determining general locations of buried pipelines and utilities but shall be responsible for potholing during Phase 1 activities to determine precise locations of utilities.

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site. Where provided, geotechnical borings and data may be relied upon. Design-Builder shall be responsible for developing its own conclusions and engineering analysis based upon the geotechnical data provided.

3.2.1.3 To the extent available, record drawings of any existing structures at the Site. The information contained in such drawings shall be verified by the Design-Builder through inspection of the site. All information derived from provided record drawings shall be field-verified by the Design-Builder except in instances in which field-verification would require actual demolitions or damage to the facility.

3.2.1.4 To the extent available, historical studies of the property which may have a bearing on the scope of the Work or the conditions of funding. The results of such historical studies may be relied upon when interpreted in conjunction with the Owner and the Minnesota State Historic Preservation Office.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.4 Owner's Project Manager.

3.4.1 Owner's Project Manager (as identified in Section 10.1 of the Agreement) shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Project Manager shall also provide Design-Builder with notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's failure to provide notice shall not relieve Design-Builder of its responsibility to perform work in accordance with the Contract Documents. Owner's Project Manager shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner with respect to routine project management.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits,

approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

3.7 Legal Requirements.

3.7.1 The Contract Price and/or Contract Time(s) will be adjusted to compensate the Owner for the effects of any changes in Legal Requirements enacted after the date of the Agreement which demonstrably and meaningfully impact the performance of the Work, or if the Amended and Restated Contract is established after the date of the Agreement, the date the parties agree upon the Guaranteed Price. Such effects may include, without limitation, revisions to existing laws, tariffs, and other regulatory requirements that allow for faster and/or less-costly design and construction of the facility.

Article 4 – Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site. Design-Builder may resume work or a specified portion of the work if both Owner and Design-Builder mutually agree that such work can be safely resumed.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 In lieu of the Owner retaining a qualified independent expert, the Owner and Design-Builder may mutually agree that the Design-Builder will self-perform assessment and mitigation work. Alternatively, the Owner and Design-Builder may mutually agree that the Design-Builder will be responsible for obtaining a subcontract with an independent expert. In either instance, the Design-Builder would be fairly compensated for their work in accordance with the rates specified for self-performed work or subcontracted work.

4.1.4 Design-Builder shall be obligated to resume Work at the affected area of the Project only after the independent expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims,

losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.7 Owner acknowledges that, except to the extent included in the Work or resulting from the Design-Builder's negligence, Design-Builder has had no role in generating, treating, storing or disposing of Hazardous Conditions which may be present at the Project Site and Design-Builder has not benefited from the processes that produced such Hazardous Conditions. No Hazardous Conditions encountered by Design-Builder in performing, or associated with, the Work shall at any time be or become the property of Design-Builder. Any arrangements made by Design-Builder for the treatment, storage, transport or disposal of any Hazardous Conditions are made solely and exclusively for the benefit of Owner using Owner's EPA generator identification number(s) when required and shall not result in any liability of Design-Builder under this Agreement or with respect to the Hazardous Condition. Owner shall handle all Hazardous Conditions in compliance with applicable Laws and Regulations and shall sign manifests and obtain generator identification numbers when required by Laws and Regulations. If required by the Contract Documents, Design-Builder shall furnish the names of facilities currently licensed to accept Hazardous Waste, but it shall be Owner's sole responsibility to select those to be engaged. Nothing contained in this Agreement shall confer on Design-Builder the status of (a) a generator, storer, disposer or treater of Hazardous Conditions, (b) the party who arranged for the disposal of Hazardous Conditions, or (c) a Hazardous Condition disposal facility, as provided in any Law or Regulation.

4.1.8 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

Likewise, Owner is not responsible for any Hazardous Conditions resulting from the negligence of the Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from negligence by the Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents, (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, or (iii) materially different from the geotechnical data presented in the Preliminary Design Report (see Exhibit L8) are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5 – Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Prior to commencing work, Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state of Minnesota and with a minimum rating of A.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing design work, Design-Builder shall procure and maintain the following insurance coverages: General Liability, Auto Liability, Professional Liability (Including Errors and Omissions), Worker's Compensation, and Property Insurance. The limit of the Property Insurance policy must be commensurate with the value of any property owned by the Design-Builder and kept on the Site during the Design phase of the project. The limits of all other policies shall be as specified in the Insurance Exhibit to the Agreement.

5.1.4 Prior to commencing any construction services hereunder, and annually thereafter, Design-Builder shall provide Owner with certificates documenting any exclusions and evidencing that (i) all insurance coverages listed in the Insurance Exhibit to the Agreement have been fulfilled as required by the Contract Documents and are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 The City is self-insured for all claims arising from its operation as a political subdivision of the State of Minnesota for which it is legally liable by Minnesota Statute 466.04.

5.3 Owner's Property Insurance.

5.3.1 Owner agrees to carry and maintain property insurance, including boiler and machinery coverage, against all risk of physical loss or damage to the existing facilities at the site with a carrier licensed to do business in the state of Minnesota.

5.3.2 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.3 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages

covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in Minnesota.

Article 6 – Payment

6.1 Phase 1 Payments

6.1.1 All Phase 1 Work will be compensated in accordance with Section 7.1 of the Agreement.

6.2 Phase 2 Payments

6.2.1 All Phase 2 Work will be compensated in accordance with the applicable portions of Article 7 of the Agreement.

6.3 Monthly Progress Payments.

6.3.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.5 hereof.

6.3.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance, and (iii) Owner will receive the equipment and materials free and clear of all liens and encumbrances at the appropriate time.

6.3.3 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon substantial completion of the applicable portion of Work.

6.4 Withholding of Payments.

6.4.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all

amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold and the reasons and contractual basis for the withholding. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents.

6.4.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.5 Right to Stop Work and Interest.

6.5.1 If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.6 Design-Builder's Payment Obligations.

6.6.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.7 Final Payment.

6.7.1 After receipt of a final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At or before the time of submission of its final Application for Payment, Design-Builder shall provide all deliverables required by the Agreement in addition to the following:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2.6 All documentation demonstrating that Punch List items have been fully completed.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after substantial completion of any portion of Work and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after substantial completion of the applicable portion of Work, whether or not such deficiencies would have been included on the Punch List (as defined in the Certificate of Substantial Completion) if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder in accordance with Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the final payment 200 percent of the reasonable value (as mutually agreed upon by the Owner and the Design-Builder) of completion of such deficient work until such work is completed.

Article 7 – Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Owner's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after completion of the Work. If the suit, claim or proceeding is based upon events set forth in sub. (ii) of the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed

for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder, from and against claims, losses, damages, liabilities, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8 – Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for

whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions (as defined in Section 4.2), Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless such events meet the criteria defined in Section 8.2.3 below. Design-Builder shall demonstrate that delays in the Work directly caused additional and meaningful costs to the Design-Builder in order to obtain an adjustment to contract price.

8.2.3 For Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed forty-five (45) cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

8.2.3.1 Following Substantial Completion of Treatment Facilities, the language in section 8.2.3(i) is amended such that Force Majeure Events must only exceed fifteen (15) days before Design Builder is entitled to additional compensation.

Article 9 – Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents. Prior to commencing the estimating, design, and other such services, Design-Builder and Owner must agree (in writing) that the work will be compensated by Change Order upon culmination.

In order to limit the number and frequency of such Change Orders, the Design-Builder shall maintain a running total of the value of all such incurred costs. The Owner shall issue Change Orders to reimburse the Design-Builder for such costs under the following circumstances:

9.1.3.1 When the value of costs incurred in the manner described above exceeds \$15,000 or

9.1.3.2 Every six months (as needed) in order to reimburse Design-Builder for costs incurred in the manner described above or

9.1.3.3 At the time of the Final Payment.

The Design-Builder shall provide the Owner with written notice prior to the commencement of the work, indicating (i) that a Change Order may be necessary to compensate the Design-Builder for the compilation of the proposal, and (ii) the estimated value of the work associated with completing the requested proposal.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in advance and in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted Lump Sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including overhead and profit, as set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner

with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10 – Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Project Manager and Owner's Project Manager which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Project Manager and Owner's Project Manager, Design-Builder's Principal in Charge and Owner's Principal in Charge, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or

disagreement. Five (5) days prior to any meetings between the Principals in Charge, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Principals in Charge determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Principals in Charge the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator’s schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Interpretation and Venue.

10.3.1 This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement must be resolved in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 Consequential Damages.

10.5.1 Notwithstanding anything herein to the contrary (except as set forth in Section 10.5.2 below), neither Design-Builder nor Owner shall be liable to the other for any consequential damages, whether arising in contract, warranty, tort (excluding gross negligence), strict liability, or otherwise, including but not limited to losses of use, profits, business, reputation, or financing.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 6 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11 – Stop Work and Termination for Cause

11.1 Owner’s Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one hundred eighty (180) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If, in the Owner's judgement, Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If, in the Owner's judgement, Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If the Agreement establishes a Guaranteed Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 9 of the Agreement. In such instance, the Owner and Design-Builder may mutually agree to amend the provisions of Article 9 of the agreement to reach a mutually agreeable resolution.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within fourteen (14) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such fourteen (14) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days, or more than one hundred eighty (180) days during the duration of the Project, because of orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one hundred eighty (180) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 9 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be

entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 – Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications, three-dimensional modeling, and other Work may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work in electronic form, the transmitting party does not transfer or assign its rights in the Work. The rights in the Electronic Data shall be as set forth in Article 5 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in accordance with Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject

to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13 -- Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by applicable Federal law and by applicable laws of the state of Minnesota.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted via email to the proper receiving party and subsequently confirmed as received by the receiving party. Any notice provided via email shall be considered valid only when the receiving party has confirmed the receipt of the notice via return email. If no return email confirmation is provided, the transmitting party shall communicate with the receiving party to determine if the transmittal was unsuccessful. Upon confirmation of the receipt, the notice shall be considered to have been validly given at the time that the email was sent.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Progressive Design- Build Agreement: Amended and Restated

(March 18, 2025, inclusive of Work Packages 1-5)
McCarron's Water Treatment Process
Improvements
St. Paul, MN 2020

This Progressive Design-Build Agreement has been developed in conjunction with
and endorsed by the Water Design-Build Council.



WATER DESIGN-BUILD COUNCIL
AN ASSOCIATION OF LEADING DESIGN BUILDERS

Document No. 545

First Edition, 2016 with Project-Specific Edits

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Washington, D.C.





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Progressive Design-Build Agreement for Water and Wastewater Projects

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This AGREEMENT is made as of the 18th day of March in the year of 2025 by and between the following parties, for services in connection with the Project identified below:

OWNER:

Board of Water Commissioners
(doing business as Saint Paul Regional Water Services)
1900 Rice Street,
Saint Paul, MN, 55113

DESIGN-BUILDER:

CH2M Hill Engineers Inc.
1295 Northland Dr. #200
Mendota Heights, MN 55120

PROJECT:

Project Name: McCarron's Treatment Process Improvements
(Also referred to as McCarron's Treatment Plant Improvements)
Project Location: 1900 Rice Street, Saint Paul, MN 55106

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1 – General

1.1 Basis of the Document.

1.1.1 This Agreement is based upon standard DBIA (Design Build Institute of America) contract documents. While DBIA's standard contract document has been used as the basis for compiling the contents of this Agreement, all parties are advised that modifications to the standard contract document have been made. As such, all parties are advised to carefully review the specific text of this Agreement in recognition of the fact that it is not an exact match with DBIA's standard forms.

1.2 Duty to Cooperate.

1.2.1 Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.3 Definitions.

1.3.1 Terms, words and phrases used in this Agreement shall have the meanings given them in the General Conditions of Contract.

1.4 Design Services.

1.4.1 Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2 – Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 During the Project Procurement Activities, Owner shall provide Design-Builder with draft Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. (Note: The Owner's Project Criteria have been satisfied by incorporation into other contract Exhibits. See Section 2.2.1.1 for details.) Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

2.1.2 During Phase 1, Design-Builder will assist Owner in fully developing Owner's Project Criteria. The work involved in progressing from draft Owner's Project Criteria to final Owner's Project Criteria shall be compensated as part of the Design-Builder's Phase 1 services.

2.2 Phased Services.

2.2.1 Phase 1 Services (Design and Preconstruction) - Design-Builder shall perform the services of design, pricing, piloting, site inspection, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Amended and Restated Contract for Phase 2, as set forth in Section 2.3 below. Design work following the establishment of the Amended and Restated Contract shall also be considered Phase 1 work. Further, if the Design-Builder's Guaranteed Price Proposal is rejected in accordance with Section 2.3.2.3 (iii) below, any design work required to complete the design shall be considered Phase 1 work. The Amended and Restated Contract shall be developed during Phase 1 on an "open-book" basis. Design-Builder's compensation for Phase 1 services is set forth in Article 7 herein.

2.2.1.1 The parties acknowledge that the Owner's Project Criteria were fully developed as part of the Phase 1 services and that the final Owner's Project Criteria have been satisfied by incorporation into the various Exhibits provided as part of the Amended and Restated Contract.

2.2.2 Phase 2 (Construction) Services - Design-Builder's Phase 2 services shall consist of the procurement of all materials and equipment for the Project; the performance of construction services for the Project; the start-up, testing, commissioning, and Acceptance Testing of the Project; training of Owner's staff; the provision of warranty services; and all other such work as described in the Amended and Restated Contract.

2.3 Guaranteed Price Proposal.

2.3.1 At the time specified in Section 7.2.1, Design-Builder shall submit a proposal to Owner (the "Guaranteed Price Proposal") for the construction of the Project for a Guaranteed Price (GP). Owner shall have the sole authority to determine whether to proceed with converting the Guaranteed Price into a Lump Sum or a Guaranteed Maximum Price implementation. The Guaranteed Price Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The estimated Cost of the Work, inclusive of any Design-Builder's Contingency and all other costs defined in Article 7 hereof. The Cost of Work estimate shall be consistent with the format and detail of the Owner-Approved Cost Model.

2.3.1.2 Details associated with Guaranteed Maximum Price implementation of the contract. Such details should include the Shared Savings Provision, the Design-Builder's Fee, descriptions of how costs will be tracked and reported to Owner, descriptions of which costs will be subject to the Design Builder's Fee, and other such details as necessary for Guaranteed Maximum Price implementation of the Guaranteed Price.

2.3.1.3 Details associated with Lump Sum implementation of the contract. Such details should include a Lump Sum discount (if applicable), a listing of project milestones, details regarding how invoicing for Work will correspond to those project milestones, and other such details as necessary for Lump Sum implementation of the Guaranteed Price.

2.3.1.4 The Baseline Drawings and Specifications which serve as a basis for the Guaranteed Price Proposal.

2.3.1.5 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Guaranteed Price Proposal, which list is intended to supplement the information contained in the drawings and specifications.

2.3.1.6 The Scheduled Substantial Completion Date of the Treatment Facilities and the Scheduled Substantial Completion Date of the Project upon which the Guaranteed Price Proposal is based, to the extent said dates have not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date of the Treatment Facilities and the Scheduled Substantial Completion Date of the Project is based.

2.3.1.7 A preliminary schedule and schedule of values for the execution of the construction work. The schedule shall indicate the dates for the start and completion of the various stages of Construction Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised monthly or as required by conditions and progress of the Construction Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Construction Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.3.1.8 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.9 If applicable, a schedule of alternate prices;

2.3.1.10 If applicable, a schedule of unit prices;

2.3.1.11 If applicable, a statement of additional services which may be performed but which are not included in the Guaranteed Price Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.12 If applicable, Performance Incentives;

2.3.1.13 The time limit (of no less than 60 days) for acceptance of the Guaranteed Price Proposal;

2.3.1.14 An Owner's Permit List, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain; and

2.3.2 Review and Adjustment to Guaranteed Price Proposal.

2.3.2.1 After submission of the Guaranteed Price Proposal, Design-Builder and Owner shall meet to discuss and review the Guaranteed Price Proposal. If Owner has any comments regarding the Guaranteed Price Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Guaranteed Price Proposal.

2.3.2.2 Acceptance of Guaranteed Price Proposal - If Owner accepts the Guaranteed Price Proposal, as may be amended in accordance with Section 2.3.2.1, the Contract Price and its basis shall be set forth in the Amended and Restated Contract. Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with

Phase 2, Design-Builder shall perform the Phase 2 services, all as further described in the Amended and Restated Contract.

2.3.2.3 Failure to Accept the Guaranteed Price Proposal - If Owner rejects the Guaranteed Price (GP) Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GP Proposal that it accepts the GP Proposal, the GP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Owner may suggest modifications to the GP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.3 above;
- ii. Owner may determine that the design is not yet sufficiently complete for acceptance or rejection of the GP Proposal. As such, Owner may direct Design-Builder to continue to proceed with the Phase 1 work and further advance the design before submitting a revised GP Proposal.
- iii. Owner may determine that it does not intend to proceed with Phase 2 services with the Design-Builder. In such a case, the Owner may authorize the Design-Builder to proceed until the completion of Phase 1 work, at which time, Owner may elect to publicly bid the Phase 2 work.
- iv. Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, (b) suspend performance of Work in accordance with Section 11.3 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.3 within thirty (30) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 2.3.2.3(iv), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 3 – Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to the Amended and Restated Contract issued in accordance with DBIA Document No. 535, Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder: Amended and Restated (“General Conditions of Contract”);

3.1.2 The Amended and Restated Contract, including the Guaranteed Price Proposal accepted by Owner in accordance with Section 2.3 herein and all attachments to such documents.

Article 4 – Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Guaranteed Price Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner’s acceptance of the Guaranteed Price Proposal.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner’s acceptance of the Guaranteed Price Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof.

4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract unless otherwise defined herein.

4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5 – Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement (“Work Product”) are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner’s Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Substantial Completion for any portion of Work, Design-Builder shall grant Owner a limited license to use that portion of Work in connection with Owner’s occupancy of the Project, conditioned on Owner’s express understanding that any reuse beyond the intended purpose of said Work Product and/or its alteration of the Work Product without the involvement of Design-Builder is at Owner’s sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier.

5.3 Owner’s Limited License upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 Termination Via “Off-Ramp” Scenario. The Owner’s decision to reject the Guaranteed Price Proposal and proceed as set forth in Section 2.3.2.3 (iii) shall not be considered Termination for Convenience. Under such circumstances, the Design-Builder shall complete a bid-ready design

of the facility suitable for construction. In such instance, the Design-Builder shall be subject to the Standard of Care for all design professional services performed to execute the Work. Standard of Care shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

5.3.2 The Design-Builder shall be subject to the Standard of Care for all design professional services performed to execute the Work. Standard of Care shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

5.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above.

5.5 Owner's Use of Work Product Following Early Termination. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product.

5.5.1 Owner's Use of Completed Work Product Following Early Termination. Any Work Product which has been completed and accepted by the Owner prior to the termination of the Work shall be subject to the Standard of Care for all design professional services performed to execute the Work. Standard of Care shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

5.5.2 Owner's Use of Uncompleted Work Product Following Early Termination. The Design-Builder shall not be responsible for meeting Standard of Care for any Work Product which has not been fully completed and accepted by the Owner prior to the termination of the Work. Owner acknowledges that the Owner will bear any and all risks associated with the use of any uncompleted Work Product.

5.6 Owner's Modification of Work Product. The Design-Builder shall not be responsible for any impacts which directly result from the Owner's modification of the Work Product.

Article 6 – Contract Time

6.1 Date of Commencement.

6.1.1 The Phase 1 services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 1 unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the Treatment Facilities shall be achieved no later than one thousand two hundred fifty-two (1,252) calendar days after the Notice to Proceed for Balance of Plant Package (GP4) ("Scheduled Substantial Completion Date of the Treatment Facilities").

6.2.2 Substantial Completion of the Project shall be achieved no later than 703 calendar days after Notice to Proceed with Work Package 5 or 444 calendar days after award of Substantial Completion of the Treatment Facilities, whichever occurs later. ("Scheduled Substantial Completion Date of the Project").

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 (“Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence.

6.3.1 Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages

6.4.1 Liquidated Damages for Substantial Completion.

6.4.1.1 Liquidated Damages for Substantial Completion of the Treatment Facilities. Design-Builder understands that if Substantial Completion of the Treatment Facilities is not attained by the Scheduled Substantial Completion Date of the Treatment Facilities, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion of the Treatment Facilities is not attained by thirty (30) days after the Scheduled Substantial Completion Date of the Treatment Facilities (the “Treatment-LD Date”), Design-Builder shall pay Owner four thousand five hundred Dollars (\$4,500) as liquidated damages for each day that Substantial Completion of the Treatment Facilities extends beyond the Treatment-LD Date.

6.4.1.2 Liquidated Damages for Substantial Completion of the Project. Design-Builder understands that if Substantial Completion of the Treatment Facilities is not attained by the Scheduled Substantial Completion Date of the Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion of the Project is not attained by thirty (30) days after the Scheduled Substantial Completion Date of Project (the “Project-LD Date”), Design-Builder shall pay Owner five hundred Dollars (\$500) as liquidated damages for each day that Substantial Completion of the Project extends beyond the Project-LD Date.

6.4.2 Liquidated Damages for Final Completion. Design-Builder understands that if Final Completion is not achieved within one hundred eighty (180) days of Substantial Completion Date of the Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within one hundred eighty (180) days of Substantial Completion of the Project, Design-Builder shall pay to Owner five hundred Dollars (\$500), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

6.4.3 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion or Final Completion.

6.4.4 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be five hundred thousand Dollars (\$500,000).

Article 7 – Contract Price

7.1 Phase 1 Price

7.1.1 Maximum Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract an amount not to exceed Thirteen Million Six Hundred Fifty Four Thousand Three Hundred Forty One Dollars (\$13,654,341) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.1.1.1 The original value of the Phase 1 Services was Thirteen Million Six Hundred Sixty-Six Thousand Four Hundred Twenty-Seven Dollars (\$13,666,427.00). And additional Six Hundred Sixty-Nine Thousand Eight Hundred Seventy-Five Dollars (\$669,875.00) has been added by virtue of a Change Order, as described in Exhibit L3.

7.1.1.2 The value of the Phase 1 Services was Fourteen Million Three Hundred Thirty Six Thousand Three Hundred Two Dollars (\$14,336,302.00) at the time of the signing of the Amended and Restated Contract. The Phase 1 Services have since been completed for a total cost of Thirteen Million Six Hundred Fifty Four Thousand Three Hundred Forty One Dollars (\$13,654,341). As such, the Phase 1 Services will be closed out at this value, as indicated in Section 7.1.1 above.

7.1.2 Basis of Compensation. Design-Builder's compensation for Phase 1 work will be provided on the basis of actual hours of work performed and hourly rates agreed upon by Owner and Design-Builder.

7.1.3 Phase 1 Schedule of Values. Prior to the first Application for Payment for Phase 1 Work, the Design-Builder shall submit a schedule of values to the Owner which allocates the entire Phase 1 Contract Price to the various portions of the Phase 1 work. This schedule of values shall be used as a basis for providing authorization to proceed for various portions of the Phase 1 Work and for subsequently reviewing applications for payment for such work. The Owner's payments to the Design-Builder shall not surpass the values set in the schedule of values.

7.2 Guaranteed Price

7.2.1 Timing of Guaranteed Price. During Phase 1 work, the Design-Builder shall provide the Owner with regular updates to the cost estimate. When design has been advanced to a degree that the Owner deems sufficient, the Owner will direct the Design-Builder to develop a Guaranteed Price Proposal in accordance with Section 2.3. Upon acceptance of the Guaranteed Price Proposal, the price proposed therein shall be considered the Guaranteed Price for the Work.

7.2.2 Basis of Guaranteed Price. As required by the Contract Documents, the Design-Builder shall supply the Owner with regular Cost of Work estimates throughout Phase 1 which are developed in an open-book, transparent manner. All assumptions, accounting measures, and estimates which support Guaranteed Price development shall be available for Owner's review. The Guaranteed Price shall be based upon the estimated Cost of Work, the Design-Builder's proposed fees, pass-through costs, and any contingency values.

7.2.3 Implementation of Guaranteed Price. The Guaranteed Price for the Project may be implemented as either a Guaranteed Maximum Price or a Lump Sum at the sole discretion of the Owner. In the event that the Guaranteed Price is implemented as a Guaranteed Maximum Price,

the requirements of Section 7.3 will govern payment for the Work. In the event that the Guaranteed price is implemented as a Lump Sum, the requirements of Section 7.4 will govern payment for the Work. The Owner and Design-Builder hereby agree that the Guaranteed Price will be implemented via the following (select the appropriate option):

_____ Guaranteed Maximum Price

Lump Sum

7.2.4 Guaranteed Price Assurance. Design-Builder guarantees that it shall not exceed the Guaranteed Price (GP) of Two Hundred Thirty Five Million Nine Hundred Fifty Two Thousand Four Hundred Ninety Two dollars (\$235,952,492.00) to be compensated in accordance with section 7.4.1 . Documents used as basis for the GP are identified in the Amended and Restated Contract. Design-Builder does not guarantee any specific line item provided as part of the GP. Design-Builder agrees that it will be responsible for paying for all costs of completing the Work which exceed the GP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents.

7.2b Early Work Packages

7.2b.1 The Owner and the Design-Builder have mutually agreed that certain portions of the scope of work should be completed prior to the establishment of a Guaranteed Price for the full scope of Phase 2 work. The work included in each of these early work packages has been described in the following Exhibits, each of which is a binding contractual document.

7.2b.1.1 First Early Work Package. The first early work package is described in “Exhibit L1: First Early Work Package”. By signing this contract amendment, the Owner and the Design-Builder hereby agree to the terms described therein. All work included in the First Early Work Package is also subject to the terms and conditions of the project described in the Agreement and in the General Conditions of Contract.

7.2b.1.2 Second Early Work Package. The second Early Work Package is described in “Exhibit L2: Second Early Work Package.” By signing this contract amendment, the Owner and the Design-Builder hereby agree to the terms described therein. All work included in the Second Early Work Package is also subject to the terms and conditions of the project described in the Agreement and in the General Conditions of Contract.

7.2b.1.3 Third Early Work Package. The Third Early Work Package is described in “Exhibit L4: Third Early Work Package.” By signing this contract amendment, the Owner and the Design-Builder hereby agree to the terms described therein. All work included in the Third Early Work Package is also subject to the terms and conditions of the project described in the Agreement and in the General Conditions of Contract.

7.3 Guaranteed Maximum Price (GMP) implementation of the Guaranteed Price.

7.3.1 Design Builder’s Fee. If the Owner elects to implement a Guaranteed Maximum Price the following fees shall be applied to Costs of Work:

Design-Builder’s Fee on Self-Performed Work:	9.5 %
Design-Builder’s Fee on Subcontracted Work:	5 %

At the time of the Amended and Restated Contract, a maximum Design-Builder’s Fee will be established based upon the estimated Cost of Work, the Design-Builder’s Fees specified above,

and the anticipated work allocation between the Design-Builder and subcontractors.

Payment of the Design-Builder's fee will be made based upon the actual Cost of Work associated with the project. The Design-Builder's fee will be applied only to the Costs of Work as described in Section 7.5.

7.3.2 Change Orders and Design Builder's Fee.

7.3.2.1 Additive Change Orders. Additive Change Orders which increase the Cost of Work for the project shall be subject to the applicable Design-Builder's fee as specified in Section 7.3.1.

7.3.2.2 Deductive Change Orders. The Design-Builder's fee shall apply only to Work actually performed on the Project. As such, any deductive change order which results in a reduction to the Cost of Work shall result in a reduction to the total Design-Builder's fee for the Work.

7.3.3 Shared Savings Provision. If the sum of the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Percentage Allocation to Design-Builder:	25%
<u>Percentage Allocation to Owner:</u>	<u>75%</u>
Total Percentage of Savings Shared:	100%

7.3.3.1 Savings shall be calculated and paid as part of final payment under Section 8.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

7.3.4 Schedule of Values. Prior to the first Application for Payment, the Design-Builder shall submit a schedule of values to the Owner which allocates the entire Guaranteed Maximum Price to the various portions of the work. The schedule of values will be subject to Owner review and approval. This schedule of values shall be used as a basis for reviewing applications for payment. The Owner's payments to the Design-Builder shall not surpass the values set in the schedule of values.

7.3.5 Ongoing Monitoring. If the Guaranteed Price is implemented as a Guaranteed Maximum Price, the Design-Builder shall maintain open books for the Owner's review of all project costs throughout the construction process.

7.3.6 Guaranteed Price Scope Contingency. The Guaranteed Price includes a Contingency in the amount of _____ dollars (\$_____) which is available to the Design-Builder upon approval by the Owner for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Contingency shall be developed as part on the Guaranteed Price based on identified risks opportunities related specific Work scope that cannot be accurately estimated at the time of Guaranteed Price development. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

7.3.6.1 Cap on Rework Contingency. Notwithstanding the above, the Design-Builder guarantees that the contingency for the correction of defective, damaged, or nonconforming work shall not exceed 40% of the total contingency.

7.4 Lump Sum (LS) implementation of the Guaranteed Price.

7.4.1 If Owner elects to implement a Lump Sum approach to the Guaranteed Price, the Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the values specified in Exhibits L1 through L6 (“Contract Price”) for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.4.2 Design-Builder’s Fee. If the Owner elects to implement a Lump Sum delivery, the Owner shall pay the Design-Builder’s Fee values specified in Exhibits L1 through L6. The Design-Builder’s Fee is fixed and shall only be modified in accordance with the procedures for Change Orders specified below.

7.4.2.1 Development of Lump Sum Fees. For purposes of developing the Lump Sum price, the Design-Builder shall use the Lump Sum fees submitted with at the time of the proposal. Design-Builder markups in the Lump Sum price development shall equal:

Fee for Self-Performed Scope: 8.9%

Fee for Subcontracted Scope: 5%

7.4.2.2 Design-Builder’s Fee on Contingency Funds. The Design-Builder’s fee shall be applied to the full value of the contingency upon which the Owner and the Design-Builder have agreed at the time of the Amended and Restated Contract or at the time of other contract amendments. The Design-Builder will be entitled to collect this fee regardless of whether the contingency funds are spent or not.

The Design-Builder’s fee is applied to the contingency funds and guaranteed at the time of the Amended and Restated Contract or at the time of other contract amendments. The fee will not be re-applied in the event that contingency work is performed. Any contingency work performed will be billed to the owner with no additional Design-Builder’s Fee.

7.4.2.2.1 Value of Design-Builder’s Fee on Contingency Funds. While the Design-Builder’s Fee established in Section 7.4.2.1 applies to all other components of the work, the Design-Builder’s fee for contingency funds will be handled separately. The Design-Builder’s Fee applied to contingency will be equal to nine and a half percent (9.5%).

7.4.2.2.2 First Early Work Package Exempt. As described in Section 7.4.5.1, the First Early Work Package was negotiated and agreed to prior to the establishment of the Section 7.4.2.2. As such, this Section 7.4.2.2 does not apply to the contingency agreement for the First Early Work Package. Refer to section 7.4.5.1 and to Exhibit L1 to find the terms which govern contingency payments for the First Early Work Package.

7.4.2.2.3 Fifth Work Package Exempt. The Owner and the Design Builder have agreed to treat contingency funds for the fifth work package as a Lump Sum value with a 5% design builder’s fee applied to the value of contingency. Refer to section 7.4.5.1 and Exhibit L6 for the terms which govern contingency payments for the fifth work package.

7.4.3 Change Orders and Guaranteed Price.

7.4.3.1 Additive Change Orders. Additive Change Orders which increase the Cost of Work for the project shall result in increases to the Lump Sum value of the Guaranteed Price. The addition to the Guaranteed Price shall be equivalent to the total addition to the Cost of Work plus the corresponding Design-Builder's Fee as specified in Section 7.4.2.1.

7.4.3.2 Deductive Change Orders. For deductive Change Orders, which decrease the Cost of Work, the Guaranteed Price shall be correspondingly reduced. The reduction in the Guaranteed Price shall be the equivalent to the total reduction in the Cost of Work and the reduction in the corresponding Design Builder's Fee.

7.4.4 Design-Builder's Obligations Related to Funding Requirements. As described herein, the Design-Builder's compensation for the Project shall not be dependent on open-book, verified Project costs if the Owner elects to implement a Lump Sum delivery.

7.4.5 Contingency Funds in Lump Sum Delivery

7.4.5.1 First and Fifth Work Package Exempt. The First Early Work Package, which is valued at \$22,239,688 and was approved by the Board of Water Commissioners at their January 11th, 2022 meeting, is exempt from all the text of this Section 7.4.5. The First Early Work Package was negotiated prior to the addition of the terms in this section. As described in Exhibit L1, the Design-Builder has been guaranteed the \$1,089,782 of contingency funds which were established at the time of the negotiations for the First Early Work Package. The Design-Builder is not obliged to track the contingency spending for the First Early Work Package. The Owner is not entitled to any unspent contingency funds from the First Early Work Package.

The Fifth Work Package, which was approved by the Board of Water Commissioners at their March 18, 2025 meeting, is also exempt from all text of this Section 7.4.5. The Design-Builder has been guaranteed the \$567,570.00 of contingency funds which were established at the time of the negotiations for the Fifth Work Package. The Design-Builder is not obliged to track the contingency spending for the Fifth Work Package. The Owner is not entitled to any unspent contingency funds from the Fifth Work Package.

7.4.5.2 Purpose of Contingency. Contingency shall be developed as part of the Guaranteed Price Amendment or at the time of other contract amendments based on identified risks or opportunities related to specific Work scope that cannot be accurately estimated at the time of Guaranteed Price development or at the time of other contract amendments. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

7.4.5.3 Cap on Value of Contingency Spending. The Design-Builder agrees that the contingency value set in the Amended and Restated Contractor at the time of other contract amendments is a maximum value. Any overruns of the contingency value are the responsibility of the Design-Builder. The Owner's payments for contingency work shall not exceed the maximum value set in the Amended and Restated Contractor at the time of other contract amendments.

7.4.5.4 Spending from Contingency Funds. The value of the contingency set in the Amended and Restated Contract at the time of other contract amendments is not treated as a Lump Sum value.

Contingency will be available to the Design-Builder upon approval by the Owner for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Without Owner approval, the Design-Builder is not authorized to spend any of the contingency.

7.4.5.5 Cost Tracking for Contingency Spending

If the Design-Builder identifies an area in which contingency spending is required, then they will develop a price proposal for the work associated, including cost buildups consistent with a Guaranteed Price Proposal. Upon mutual agreement between the Owner and the Design-Builder on the price, the value will be treated as a lump sum and guaranteed to the Design-Builder. The Design-Builder will not be responsible for providing receipts, invoices, cost tracking, etc. to validate costs.

Owner recognizes that in some cases, when a risk materializes, the associated costs will begin to accumulate immediately, before the Design-Builder is able to develop a price proposal for the contingency spending. In such events, the Design-Builder will develop a price proposal for the Owner as quickly as possible. Also, the Owner agrees to recognize and compensate the Design-Builder for any costs incurred prior to the price proposal submittal, provided that the Design-Builder can clearly demonstrate that the costs resulted from the associated risk event.

7.4.5.6 Cap on Rework Contingency. Notwithstanding the above, the Design-Builder guarantees that the contingency for the correction of defective, damaged, or nonconforming work shall not exceed 40% of the total contingency.

7.5 Cost of the Work.

7.5.1 Cost Model and Design Builder's Fee. The Owner has provided the Design-Builder with a cost model for the Work. This Cost Model, provided as Exhibit J to the Agreement, defines the Cost of Work for the Project and clearly outlines which work is subject to the Design-Builder's Fee and which work is not subject to the Design-Builder's Fee. During Phase 1, the Owner and Design-Builder modified and agreed to the Cost Model, provided as Exhibit J.

The Design-Builder's Fee shall be applied only to those portions of work which are designated as Costs of Work in the Cost Model.

7.6 Allowance Items and Allowance Values.

7.6.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Amended and Restated Contractor the Guaranteed Price Proposal.

7.6.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.6.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.6.4 The Allowance Value includes all costs (including all additional general conditions, bonds, insurance, and Design-Builder's Fee) associated with the applicable Allowance Item.

7.6.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order. The Design-Builder shall be responsible for informing the Owner of any potential exceedances of Allowance Values prior to incurring such expenses, and Owner approval of such additional expenses shall be required prior to performing the work.

Article 8 – Procedure for Payment

8.1 Payment for Phase 1 Services.

8.1.1 Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

Monthly invoices based upon actual time and staff rates, plus costs of site exploration, piloting equipment, etc. consistent with Section 7.1.

8.2 Contract Price Payments.

8.2.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement (as defined in Article 6), Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within thirty-five (35) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.4 of the General Conditions of Contract.

8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee. Otherwise, Design-Builder's Fee shall be billed on the basis of the applicable Cost of Work.

8.2.4 The value of any Application for Payment submitted by the Design-Builder shall not exceed the value appropriate for the actual percentage of Work completed.

8.3 Retainage on Progress Payments.

8.3.1 Owner will retain two and a half percent (2.5%) of each Application for Payment for all Phase 2 Work.

8.3.2 Within thirty-five (35) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.7 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.4 of the General Conditions of Contract.

8.3.2.1 Upon Substantial Completion of the Treatment Facilities, Owner will release the retained funds associated with the construction of the Treatment Facilities. At this time, the Owner will continue to retain funds associated with other Project Work.

8.3.2.2 Upon Substantial Completion of the Project, Owner will release the remaining retained

funds.

8.4 Final Payment.

8.4.1 Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty-five (35) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7 of the General Conditions of Contract.

8.4.2 Design-Builder shall be able to draw on Project Contingency after Final Payment and during the warranty period following Substantial Completion of the Project in accordance with Article 7.4.5.

8.4.2.1 While developing the warranty plan described in Section 2.11.4 of the General Conditions of Contract, the Owner and Design-Builder will collaborate to determine the proper amount of contingency funds to retain to cover warranty work.

8.5 Interest.

8.5.1 Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and a half percent (1.5%) per month until paid.

8.6 Record Keeping and Finance Controls.

8.6.1 Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9 – Termination for Convenience

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed and for proven loss, cost, or expense in connection with the services and Work;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization and amounts due in settlement of terminated contracts with subcontractors and

design consultants; and

9.1.3 Overhead and profit in the amount of nine and a half percent (9.5%) on the sum of items 9.1.1 and 9.1.2 above.

9.2 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

9.3 Design Stage "Off Ramp". The Owner's decision to terminate the agreement in accordance with Section 2.3.2.3(iii) shall not be deemed termination for convenience.

Article 10 – Officers of the Parties

10.1 Owner's Officers.

10.1.1 Owner designates the individual listed below as its Principal in Charge, which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2 of the General Conditions of Contract:

Racquel Vaske
General Manager, Saint Paul Regional Water Services
racquel.vaske@ci.stpaul.mn.us
(612)704-3759

10.1.2 Owner designates the individual listed below as its Owner's Project Manager, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Will Menkhaus
Project Manager, Saint Paul Regional Water Services
william.menkhaus@ci.stpaul.mn.us
(651)266-6269

10.2 Design-Builder's Officers.

10.2.1 Design-Builder designates the individual listed below as its Principal in Charge, which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2 of the General Conditions of Contract:

Greg Fischer
Vice President, CH2M Design Build Delivery
Greg.Fischer2@jacobs.com
(480)377-6230

10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Project Manager, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Steve Patterson
Steve.Patterson@jacobs.com
(303)898-5089

Article 11 – Bonds and Insurance

11.1 Insurance.

11.1.1 Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit (Exhibit H) attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security.

11.2.1 Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond. (100% of the value of all Phase 2 Work)

Payment Bond. (100% of the value of all Phase 2 Work)

Parent Guarantee (100% of the Amended and Restated Contract Value)

Article 12 – Other Provisions

12.1 Other provisions, if any, are as follows:

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Retired: Owner’s Project Criteria

Upon initiation of the design phase for the project, the Owner’s Project Criteria were included as Exhibit A. Both parties agree that all requirements of the Owner’s Project Criteria have been met and incorporated into other contract documents. As such, the Owner’s Project Criteria has been superseded not included herein.

Exhibit B – Preliminary Scope of Phase 1 Services

Exhibit C – Permitting and Regulatory Approvals Responsibilities

Exhibit D –MN PFA Contract Packet (Project Funding Requirements)

Exhibit E – Labor Standards

Exhibit F – Key Firms and Key Personnel

Exhibit G – Phase 1 Milestone Schedule

Exhibit H – Insurance Requirements

Exhibit I – Billing Rates, Phase 1 Costs, and Phase 2 Markups

Exhibit J – Cost Model

Exhibit K – Parent Guaranty Agreement

Exhibit L – Scope Basis

Exhibit L1 – First Early Work Package

Exhibit L2 – Second Early Work Package

Exhibit L3 – Design Change Order (Lime and Chemical Building)

Exhibit L4 – Third Early Work Package

Exhibit L5 – Balance of Plant Package

Exhibit L6 – Laboratory and Associated Facilities Package (placeholder, not included)

Note: This is an anticipated future work package. Scope has not been finalized for this work package at this point, and this exhibit will be updated when/if an agreement on this scope and pricing is reached.

Exhibit L7 – Baseline Drawings and Specifications

L7-1 – First Early Work Package

L7-2 – Second Early Work Package

L7-3 – Not Used

L7-4 – Third Early Work Package

L7-5 – Balance of Plant Package

L7-6 – Laboratory and Associated Facilities Package (not included)

Exhibit L8 Preliminary Design Report

Exhibit L9 Design-Build Schedule

Exhibit M – Site Security Requirements

Exhibit N – Not Used

Exhibit O – Index of Reference Documents

Exhibit P – Service Manuals, Standard Operating Procedures, Operations Manual and Maintenance Procedures

Exhibit Q – Project Plans

Exhibit Q1 Preliminary Draft Startup and Commissioning Plan

Exhibit Q2 Acceptance Test Plan Annotated Outline

Exhibit Q3 Draft Operations and Maintenance Staff Training Plan

Exhibit Q4 Maintenance of Plant Operations Plan

Exhibit R – Project Labor Agreement

Article 13 – Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed one hundred twenty percent (120%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL

By: _____
Racquel Vaske, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

Date: _____

Date: _____

By: _____
Megan Hafner
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

Date: _____

Date: _____

By: _____
John McCarthy
Director, Office of Financial Services

Date: _____

CH2M HILL ENGINEERS, INC.

By: _____

Printed Name:

Title:

Date: _____

RETIRED

Exhibit A: Preliminary Owner's Project Criteria

McCarron's Water Treatment Plant Improvements

Exhibit B: Preliminary Scope of Phase 1 Services

McCarron's Water Treatment Plant Improvements

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Exhibit C: Permitting and Regulatory Approvals Responsibilities

McCarron's Water Treatment Plant Improvements

Exhibit C. Permitting and Regulatory Approvals Responsibilities

The Design-Builder and the Owner will collaborate during Phase 1 of the Project to make sure that a full understanding of the permitting requirements of the project is developed. Permitting responsibilities may be added to this list and/or responsibility may be reallocated through mutual agreement by the Owner and the Design-Builder. A revision to this document is expected at the time of the Contract Price Amendment.

Name of Government Approval/Submittal	Issuing Entity	Permitee/ Approval Holder	Application Manager	Information Supply Responsibility	Fee Payment Responsibility
Stormwater Management Permit	Capital Region Watershed District (CRWD)	Design-Builder	Design-Builder	Design-Builder	Design-Builder to pay all permitting fees and be reimbursed by SPRWS
Erosion and Sediment Control Permit	CRWD	Design-Builder	Design-Builder	Design-Builder	
Illicit Discharge and Connection Permit	CRWD	Design-Builder	Design-Builder	Design-Builder	
Water and Sewerage Construction Permit	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
Fire Alarm, Sprinkler, and Suppression Permits	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
Electrical Permit	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
Building Permit	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
Grading Permit	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
Mechanical Permit	City of Maplewood	Design-Builder	Design-Builder	Design-Builder	
MDH Environmental Review Requirements	Minnesota Department of Health (MDH)	SPRWS	Design-Builder	SPRWS	
Water Treatment Plant Plan Review for Community Water Systems	MDH	SPRWS	Design-Builder	SPRWS	
Construction Stormwater Permit	Minnesota Pollution Control Agency	Design-Builder	Design-Builder	Design-Builder	
Plumbing Permit	Minnesota Department of Labor and Industry	Design-Builder	Design-Builder	Design-Builder	

Permit Name	Issuing Entity	Applicant	Permittee/Approval Holder	Application Manager	Information Supply Responsibility	Fee Payment Responsibility	
GP2 - Enabling Works Package							
Building Permit - Grading for Tree Removals	City of Maplewood	YTS	Design-Builder	Design-Builder	Design-Builder	Design-Builder to pay all permitting fees and be reimbursed by SPRWS	
Stormwater Connection Permit	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Sanitary Sewer for Trailer Area (permanent connection)	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Electrical for Trailer Area	City of Maplewood	Premier Electric	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Temp Storm Sewer	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Temp Structure Building Permit - Electrical Permit for Temp CO2	City of Maplewood	Premier Electric	Design-Builder	Design-Builder	Design-Builder		
Temp Structure Building Permit - Electrical Permit for Sub "A"	City of Maplewood	Premier Electric	Design-Builder	Design-Builder	Design-Builder		
Temporary Structure Building Permit - Trailers (plumbing, electrical, sanitary)	City of Maplewood	Jacobs	Design-Builder	Design-Builder	Design-Builder		
Building Permit - CO2 Tank Demo	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Building Permit - SSB Build Back Part 1 (Gate Isolations)	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Building Permit - SSB Excavation Pipe Relocation	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
GP3 - Demo/Site Work							
Water Appropriation Permit (Dewatering)	MNDNR Minnesota	Jacobs	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Clarifier 1 Build Back	City of Maplewood	Magney	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Grading for Temporary Construction	City of Maplewood	Rachel	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Phase 1 Demo (SSB, Clarifier 1)	City of Maplewood	Rachel	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Phase 2 Demo (Recarb, Floc 3, Clarifiers 2-5)	City of Maplewood	Rachel	Design-Builder	Design-Builder	Design-Builder		
Building Permit - SSB Build Back Part 2 (Skip Walls)	City of Maplewood	PCL	Design-Builder	Design-Builder	Design-Builder		
Ramsey County Pre-Demolition Inspection	Ramsey County	Rachel	Design-Builder	Design-Builder	Design-Builder		
MPCA Notification of Intent to perform Demolition	MPCA	Rachel	Design-Builder	Design-Builder	Design-Builder		
Temporary Construction Dewatering Permit	MNDNR Minnesota	Jacobs	Design-Builder	Design-Builder	Design-Builder		
GP4 - Balance of Plant							
Building Permit - Full Job	City of Maplewood	Jacobs	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Grading	City of Maplewood	Rachel	Design-Builder	Design-Builder	Design-Builder		
Mechanical Permit	City of Maplewood	MMC	Design-Builder	Design-Builder	Design-Builder		
Plumbing Permit	City of Maplewood	MMC	Design-Builder	Design-Builder	Design-Builder		
Electrical Permit	City of Maplewood	Premier Electric	Design-Builder	Design-Builder	Design-Builder		
Fire Alarm System Submittal Requirements	City of Maplewood Fire Marshall	Johnson Controls	Design-Builder	Design-Builder	Design-Builder		
Fire Sprinkler System Submittal Requirements	City of Maplewood Fire Marshall	Viking	Design-Builder	Design-Builder	Design-Builder		
GP5 - Laboratory							
Building Permit - Full Job (completed under GP4)	City of Maplewood	Jacobs	Design-Builder	Design-Builder	Design-Builder		
Building Permit - Demo (floc 2, lime)	City of Maplewood	Rachel	Design-Builder	Design-Builder	Design-Builder		
Ramsey County Pre-Demolition Inspection	Ramsey County	Rachel	Design-Builder	Design-Builder	Design-Builder		
MPCA Notification of Intent to perform Demolition	MPCA	Rachel	Design-Builder	Design-Builder	Design-Builder		
Mechanical Permit	City of Maplewood	Lower Tier to Rice Lake (MMC)	Design-Builder	Design-Builder	Design-Builder		
Plumbing Permit	City of Maplewood	Lower Tier to Rice Lake (MMC)	Design-Builder	Design-Builder	Design-Builder		
Electrical Permit	City of Maplewood	Lower Tier to Rice Lake (Premier Electric)	Design-Builder	Design-Builder	Design-Builder		
Fire Alarm System Submittal Requirements	City of Maplewood Fire Marshall	Lower Tier to Rice Lake	Design-Builder	Design-Builder	Design-Builder		
Fire Sprinkler System Submittal Requirements	City of Maplewood Fire Marshall	Lower Tier to Rice Lake	Design-Builder	Design-Builder	Design-Builder		

Exhibit D : MN PFA Contract Packet

McCarron's Water Treatment Plant Improvements

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Exhibit E : Labor Standards

McCarron's Water Treatment Plant Improvements

Note: Federal and state prevailing wage rates apply to the project.

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit F: Key Firms and Key Personnel

McCarron's Water Treatment Plant Improvements

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Exhibit G: Phase 1 Milestone Schedule

McCarron's Water Treatment Plant Improvements

Exhibit G - Phase 1 Milestone Schedule

Task	Description	Deliverable Date	Comments
209	PDR & 30% Design	August-2021	Incorporating the appropriate deliverables of tasks 101-109 and 201-208 as described in Exhibit B.
210	60% Design	January-2022	Includes 90% design for Early Site Work Package
211	P2 GP Submittal	April-2022	Note: This assumes that the GP submittal is tied to 60% design completion. Timeline may be adjusted in accordance with contract terms.
212	Final Design	June-2022	Assumes Final Design starts when 60% comments are resolved prior to GP Negotiation. If FD waits for GP Negotiation this is 9/10/2022

Note: Other deliverable requirements and deadlines are specified in the Phase 1 Scope document. In most instances, these deadlines specify the allowable time period between two events (ex. Initial Cost Estimate to be submitted within 90 days of the Notice to Proceed.) All schedule requirements specified in the Phase 1 Scope document are also contractually binding.

Exhibit H: Insurance Requirements

McCarron's Water Treatment Plant Improvements

Exhibit H - Insurance Requirements

Note: The insurance limits set below have been developed through a good faith effort to anticipate project scope and associated insurance needs. As the project scope is further developed, adjustments to these anticipated insurance requirements may become necessary. Insurance requirements may be updated, as necessary, at the Contract Price Amendment.

Type of Coverage	Recommended Limits	Carried By
Builder’s Risk	Amount of project	Main Contractor OR City
General Liability	\$2M/\$5M or higher	Design-Builder
Auto Liability	\$1M combined single limit	Design-Builder
Professional Liability (Includes Errors & Omissions)	\$5M aggregate coverage	Design-Builder
Worker’s Compensation	Per statute	Design-Builder All Sub-Contractors
Property Insurance	Value of DB firm’s property on site	Design-Builder
Umbrella or Excess Policy (to go over General Liability)	\$10M (due to proximity to existing treatment plant)	Design-Builder
Pollution Liability	\$5M aggregate coverage	Design-Builder

Note: All Certificates of Insurance must contain the following language in the “Description of Operations” section:

City of Saint Paul, its officials, employees, agents and representatives and the Board of Water Commissioners of the City of Saint Paul, its officials, employees, agents and representatives are additional insured in the commercial general liability, automobile liability, umbrella/excess, and contractor’s pollution liability insurance policies.

Exhibit I: Billing Rates, Phase 1 Costs, and Phase 2 Markups

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit J: Cost Model

McCarron's Water Treatment Plant Improvements

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Exhibit K: Parent Guaranty Agreement

McCarron's Water Treatment Plant Improvements

GUARANTY AGREEMENT

This Guaranty Agreement (“**Guaranty**”) is entered into as of January 13, 2021 between Jacobs Engineering Group Inc., a corporation organized and existing under the laws of Delaware (together with any permitted successors and assigns hereunder, “**Guarantor**”), and the Board of Water Commissioners (doing business as: Saint Paul Regional Water Services) (“**Owner**”).

RECITALS

The Owner and CH2M HILL Engineers, Inc. (“**Company**”) have entered into that certain Design-Build Agreement dated January 13, 2021 (“**Agreement**”) for the design and construction of the McCarron’s Treatment Plant Improvements (“**Project**”), whereby the Company has agreed to design, obtain governmental approvals, construct, start up, acceptance test, warranty and perform other related and ancillary responsibilities, as more particularly described in the Agreement.

The Company is affiliated with the Guarantor.

The Owner will enter into the Agreement only if the Guarantor guarantees the performance by the Company of all of the Company’s responsibilities and obligations under the Agreement as set forth in this Guaranty. For purposes of this Guaranty, “responsibilities and obligations” means the amounts payable by, and the covenants and agreements of, the Company pursuant to the terms of the Agreement.

In order to induce the execution and delivery of the Agreement by the Owner and in consideration thereof, the Guarantor agrees as follows:

ARTICLE I

Definitions and Interpretation

Section 1.1 Capitalized Terms. For the purposes of this Guaranty, any capitalized word or term used but not defined herein is used as defined in the Agreement.

Section 1.2. Interpretation. In this Guaranty, unless the context otherwise requires:

- (A) References to the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Guaranty, and the term “hereafter” means after, and the term “heretofore” means before, the date of execution and delivery of this Guaranty.
- (B) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- (C) References to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.
- (D) Any heading preceding the text of the Articles, Sections, and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, the Owner and their permitted successors and assigns hereunder any rights or remedies under or by reason of the Guaranty.

(F) This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) This Guaranty shall be governed by and construed in accordance with the laws of the state of Minnesota.

(H) If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the Guarantor's liability beyond that expressly set forth herein.

(I) All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required

(J) All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE II

Representations and Warranties of the Guarantor

Section 2.1. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants that:

(A) The Guarantor is duly organized and validly existing as a corporation under the laws of Delaware with full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, or moratorium or by general equity principles of reorganization and other similar laws affecting creditors' rights generally and general principals of equity.

(C) Neither the execution or delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations hereunder (a) to the Guarantor's knowledge conflict with, violate or result in a breach of any law or governmental regulation applicable to the Guarantor, (b) conflict with, violate or result in a material breach of any term or condition of the Guarantor's corporate charter or by-laws or any judgement, decree, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (c) will result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby or by the Agreement.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required of the Guarantor for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(E) Except as disclosed in the Guarantor's filings with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934, as amended, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the Guarantor which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty.

(F) The Guarantor has no knowledge of any Legal Requirement in effect on the date this Guaranty is executed by it which would prohibit the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty.

(G) The Guarantor is fully aware of the terms and conditions of the Agreement.

(H) This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder will result in a material benefit to the Guarantor.

ARTICLE III

Guaranty Covenants

Section 3.1. *Guaranty to the Owner.* The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to the Owner for the benefit of the Owner (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Company under the Agreement (including all amendments and supplements thereto) to, or for the account of, the Owner, when the same shall become due and payable pursuant to the Agreement, and (2) the full and prompt performance and observance of each and all of the responsibilities and obligations. Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to (1) assert the defenses provided in Section 3.4 hereof against claims made under this Guaranty, and (2) utilize properly licensed and registered corporate affiliates to effectuate the obligations set forth herein.

Section 3.2. *Right of Owner to Proceed Against Guarantor.* This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Company to pay or perform any responsibility and obligation guaranteed hereunder, the Owner shall have the right to proceed first and directly

against the Guarantor under this Guaranty and without proceeding against the Company or exhausting any other remedies against the Company which the Owner may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the Owner (1) file suit or proceed to obtain a judgment against the Company or any other person that may be liable for the responsibilities and obligations or any party of the responsibilities and obligations, (2) make any other effort to obtain payment or performance of the responsibilities and obligations from the Company other than providing the Company with any notice of such payment or performance as may be required by the terms of the Agreement, (3) foreclose against or seek to realize upon any security for the responsibilities and obligations, or (4) exercise any other right or remedy to which the Owner is or may be entitled in connection with the responsibilities and obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be condition to the responsibilities and obligations of the Company or to the enforcement of remedies under the Agreement. Upon any unexcused failure by the Company in the payment or performance of any responsibility and obligation and the giving of such notice or demand, if any, to the Company or Guarantor as may be required in connection with such responsibility and obligation or this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding the Owner's right to proceed directly against the Guarantor, the Owner (or any successor) shall not be entitled to more than a single full performance of the responsibilities and obligations in regard to any breach or non-performance thereof.

Section 3.3. Guaranty Absolute and Unconditional. The responsibilities and obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Company shall have fully discharged the responsibilities and obligations in accordance with their respective terms, and except as provided in Section 3.4 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such responsibilities and obligations) based on any claim that the Guarantor may have against the Company, the Owner or any other person. Without limiting the foregoing, the responsibilities and obligations of the Guarantor hereunder shall not be released, discharged or in any way modified by reason of any of the following (whether with or without notice to or knowledge by or further consent of the Guarantor):

- (A) any exercise or failure, omission or delay by the Owner in the exercise of any right, power or remedy conferred on the Owner with respect to this Guaranty or the Agreement except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;
- (B) any permitted transfer or assignment of rights or obligations under the Agreement by any party thereto, or any permitted assignment, conveyance or other transfer of any of their respective interests in the Project;
- (C) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the Owner or any other person in the Agreement or in the Project;
- (D) any renewal, amendment, change or modification in respect of any of the responsibilities and obligations or terms or conditions of the Agreement; in the Project;
- (E) any failure of title with respect to all or any part of the respective interests of any person

(F) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of or other similar proceeding against, the Company or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or the Agreement in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification had occurred as a result thereof it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(G) except as permitted by Sections 4.1 or 4.2 hereof, any sale or other transfer by the Guarantor of any of the capital stock or other interest of the Guarantor in the Company now or hereafter owned, directly or indirectly, by the Guarantor, or any change in composition of the interests in the Company;

(H) any failure on the part of the Company for any reason to perform or comply with any agreement with the Guarantor;

(I) the failure on the part of the Owner to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Company as a condition to the enforcement of responsibilities and obligations pursuant to the Agreement;

(J) any failure of any party to the Agreement to mitigate damages resulting from any default by the Company;

(K) the merger or consolidation of any party with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any party to any person;

(L) any legal disability or incapacity of any party; or

(M) the fact that entering into any agreement by the Company or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (A) through (M) of this Section 3.3, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Company pursuant to the terms of the Agreement and not merely a guarantor and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Company's rights, benefits, duties or obligations under the Agreement. To the extent that any of the matters specified in subparagraphs

(A) through (E) and (G) through (M) would provide any defense to, release, discharge or otherwise affect the Company's responsibilities and obligations, the Guarantor's responsibilities and obligation under this Guaranty shall be treated the same.

Section 3.4. Defenses, Set-Offs and Counterclaims. The Guarantor shall be entitled to exercise or assert to any and all legal or equitable rights, defenses, indemnities, or limits of liability which the Company may have under the Agreement (other than bankruptcy or insolvency of the Company and other than any defense which the Company has expressly waived in the Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder). The obligations of the Guarantor hereunder are subject to such counterclaims, set-offs or deduction which the Company is permitted to assert pursuant to the Agreement, if any waives:

Section 3.5. Waivers by the Guarantor. The Guarantor hereby unconditionally and irrevocably waives:

- (A) notice of any of the events referred to in Section 3.3 hereof except to the extent that notice is required to be given as a condition to the enforcement of the responsibilities and obligations;
- (B) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Company required pursuant to the Agreement as a condition to the performance of a responsibility and obligation;
- (C) to the fullest extent lawfully possible, any statute of limitation defense based on a statute of limitations period which may be applicable to Guarantor (or parties in similar relationships) which would be shorter than the applicable statute of limitation period for the underlying claim;
- (D) any right to require a proceeding first against the Company;
- (E) any right to require a proceeding first against any person or the security provided by or under any other agreement except to the extent such agreement specifically requires proceeding first against any person (except the Company) or security;
- (F) any requirement that the Company be joined as a party to any proceeding for the enforcement of any term of the Agreement or this Guaranty;
- (G) the requirement of, or the notice of, the filing of claims by the Owner in the event of the receivership or bankruptcy of the Company; and
- (H) all demands upon the Company or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.5 by rule of law or otherwise, constitute grounds for reliving or discharging the Guarantor in whole or in part from its absolute, preset, irrevocable, unconditional and continuing obligation hereunder.

Section 3.6. Payment of Costs and Expenses. The Guarantor agrees to pay the Owner on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), incurred by or on behalf of the Owner in successfully enforcing the observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the costs and expenses that the Owner incurs in performing any of its own obligations under the Agreement, where such obligations are a condition to performance by the Company of its responsibilities and obligations.

Section 3.7. Subordination of Rights. The Guarantor agrees that any right of subrogation or contribution which it may have against the Company as a result of any payment or performance hereunder is hereby fully subordinated to the rights of the Owner hereunder and under the Agreement and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Company until the Company and the Guarantor shall have fully and satisfactorily paid or performed and discharged the responsibilities and obligations giving rise to a claim under this Guaranty.

Section 3.8. Separate Obligations; Reinstatement. The responsibilities and obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall (1) constitute separate independent responsibilities and obligations of the Guarantor from its other obligations under this Guaranty, (2) give rise to separate and independent causes of action against the Guarantor and (3) apply irrespective of any indulgence granted from time to time by the Owner. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Company is rescinded or must be otherwise restored by the Owner, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Agreement.

Section 3.9. Term. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the responsibilities and obligations of the Company have been fully paid and performed.

ARTICLE IV

General Covenants

Section 4.1. Maintenance of Corporate Existence.

(A) **Consolidation, Merger, Sale or Transfer.** The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is the Guarantor; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) (a) obtains the written consent of the Owner, which consent shall not be unreasonably withheld, (b) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the state of Minnesota, and (c) delivers to the Owner an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws, in the courts of the State.

(B) **Continuance of Obligations.** If a consolidation, merger or sale or other transfer is made as permitted by this Section 4.1 the provisions of this Section 4.1 shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of the Section 4.1. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in the Section 4.1.

Section 4.2. Assignment. Without the prior written consent of the Owner, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 4.1 hereof.

Section 4.3. Qualification in Minnesota. The Guarantor agrees that, so long as this Guaranty is in effect, if required by law, the Guarantor will be duly qualified to do business in the state of Minnesota.

Section 4.4. Consent to Jurisdiction. All litigation related to this Guaranty must be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Section 4.5. Binding Effect. This Guaranty shall inure to the benefit of the Owner and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.6. Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Owner and Guarantor.

Section 4.7. Notices. All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the party hereto by (a) email, (b) established express delivery service that maintains delivery records, or (c) certified or registered U.S. mail, postage prepaid, return receipt requested at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section. Any notice provided via email shall be considered valid only when the receiving party has confirmed the receipt of the notice via return email. If no return email confirmation is provided, the transmitting party shall communicate with the receiving party to determine if the transmittal was unsuccessful. Upon confirmation of the receipt, the notice shall be considered to have been validly given at the time that the email was sent.

Owner: Board of Water Commissioners
(DBA: Saint Paul Regional Water Services)
Attn: Will Menkhaus
1900 Rice Street
Saint Paul, MN 55113
Email: William.Menkhaus@ci.stpaul.mn.us

Guarantor: Jacobs Engineering Group
Attn: Jason Adkisson
9191 S. Jamaica Street
Englewood, CO 80112
Email: Jason.Adkisson@jacobs.com

In WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

Approved as to form:

**BOARD OF WATER COMMISSIONERS OF THE
CITY OF SAINT PAUL**

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

Date: _____

Date: _____

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary


Date: _____

Date: _____

By: _____
John McCarthy
Director, Office of Financial Services

Date: _____

JACOBS ENGINEERING GROUP

By:  _____

Printed Name: Kevin Berryman

Title: President & Chief Financial Officer

Date: February 2, 2021

Exhibit L: Scope Basis

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L1: First Early Work Package

McCarron's Water Treatment Plant Improvements

Scope of Work

The scope of work for this first work package consists of:

- Procurement of the (3) major equipment packages for the project including the Softening Clarifier Equipment, Lime Storage and Dosing Equipment, as well as the Ozone Treatment Equipment.
- Procurement of a temporary carbon dioxide storage system needed early in the project including mobilization of that equipment and (41) months of rental.
- Preparation, final negotiation, and approvals for the purchase order agreements noted previously. This consists of procurement labor hours to complete this work.
- Review of submittals and requests for information / clarification from the equipment vendors by the engineering team.
- Contingency for design evolution, design changes, and risk events identified for the eventual scope of supply for the above purchase order contracts.
- Escalation allowance for the Lime Storage and Dosing Equipment purchase agreement.
- Bonds, insurance, and sales taxes due on the above.

Cost of Work

The Owner hereby agrees to pay the Design-Builder a Lump Sum Amount of \$22,239,688 for the equipment and services described above.

Timeline of Work

The Design-Builder will proceed with the work included in the first early work package after the signing of Amendment No. 1 to the Progressive Design-Build Agreement dated January 11, 2022.

Document Precedence

Both the Owner and the Design-Builder understand that there are currently three sources of information relating to specifications for the equipment included in this work package:

- The Owner's Project Criteria, which has not been revised since the signing of the original contract
- The Specifications compiled by the Design-Builder
- Vendor interpretations of and responses to the Specifications compiled by the Design-Builder

The Owner understands that equipment specifications may ultimately differ somewhat from the criteria defined in the Owner's Project Criteria. The Owner will not withhold approval of deviations from the Owner's Project Criteria, provided that the deviations will not negatively impact the performance of the equipment, the longevity of the equipment, or the maintainability of the equipment.

As such, the Owner's Project Criteria maintains precedence but primarily as a document which defines the Owner's intent for performance of the equipment. The finalized specifications for each piece of equipment are expected to deviate from the Owner's Project Criteria but shall not meaningfully reduce performance, longevity, or maintainability unless specifically approved by the Owner in writing.

Substantial Completion

Substantial Completion Date

The Owner and the Design-Builder acknowledge their mutual intent to revise the contract language concerning Substantial Completion. At the time of the signing of Amendment No. 1 to the Progressive Design-Build Agreement dated January 11, 2022, that language has not yet been revised.

The Owner has directed the Design-Builder to work under the assumption that the relevant treatment facilities will be considered substantially complete upon the completion of Acceptance Testing for the project. As such, the Owner has indicated that they intend to agree to revisions of the current Substantial Completion language which draw a line between the Substantial Completion of the treatment facilities and the remainder of the project (demolition work, lab facility, etc.)

Should the Owner fail to agree to such a revision, the Owner understands that additional costs will be incurred by the Design-Builder, especially costs related to providing a warranty on the equipment. The Owner will be responsible to compensate the Design-Builder for such expenses incurred.

The language for Substantial Completion will be revised at the time of the final Guaranteed Price ("GP") acceptance or earlier.

Warranty Timeline

As noted above, the Design-Builder is carrying the cost of warranties for one year from the passage of Acceptance Testing. The Design-Builder is responsible for correctly estimating the timeline for Acceptance Testing. If Acceptance Testing occurs later than expected in the Design-Builder's proposal, the Design-Builder will be responsible for the costs of extending the warranty.

Sales Tax

The Owner and the Design-Builder are currently investigating opportunities to designate the Design-Builder as a Purchasing Agent for the project. It remains uncertain whether this will be legally possible.

As such, sales taxes have been included as an Allowance item in this Guaranteed Price submittal. If SPRWS is able to designate the Design-Builder as a Purchasing Agent, the Design-Builder will not be responsible for paying sales taxes on the process equipment permanently installed in the facility. As such, the funds set aside in the allowance item will be returned to the Owner.

In the event that the Design-Builder cannot be designated as a Purchasing Agent, the Design-Builder will be responsible for paying any sales taxes. As such, the funds set aside in the allowance item will be used to reimburse the Design-Builder for sales tax expenses incurred.

The Owner is separately pursuing a state sales tax exemption that may be more favorable. Should the State approve that exemption request, the Owner will be eligible to receive reimbursement for sales taxes paid on the project. In this event, the allowance item may be utilized to pay sales taxes on all goods, and the Owner will be responsible for seeking reimbursement from the State.

In either case, it is likely that Use Tax will be due on the installed process equipment. That amount due (currently estimated at 0.5% of the purchase value for Ramsey County) will be paid out of the Allowance.

Cost Breakdown

Costs have been itemized in the full GP workbook submittal (Final Proposal submitted by CH2M HILL on December 28, 2021 via email to Will Menkhaus). For more detailed information, please consult that submittal.

The following table summarizes the costs for this work package:

Description	Cost
Design-Builder General Conditions	21,320
Design-Builder Engineering Services During Construction	68,924
Design-Builder Procurement Costs	
Softening Clarifiers	8,182,142
Lime Equipment	4,523,100
Ozone Equipment	4,255,205
Temporary CO2 Equipment	391,250
Equipment Warranty Correction Costs	86,758
Contingency	1,089,782
Allowances	1,660,838
Design-Builder Fee	1,560,054
Bonds, Insurance, and Taxes on Above	400,314
Total Cost	22,239,688

Terms of Payment

The Design-Builder will develop a complete schedule of values and payment schedule within 30 days of the signing of Amendment No. 1 to the Progressive Design-Build Agreement dated January 11, 2022. The schedule of values and payment schedule is subject to review and approval by SPRWS. In general, unless otherwise specified, costs will not be passed on to the Owner until they have been incurred by the Design-Builder.

Upon agreement between the Owner and the Design-Builder, the schedule of values will be used to govern payments for the work covered in this package.

A preliminary equipment schedule of values has been developed and included below.

Each piece of equipment will be treated separately with regard to milestones (which are defined in the table below). For example, the commencement of fabrication of the batch slaking system will trigger the payment associated with that milestone regardless of whether fabrication has already begun on other equipment.

MILESTONE PAYMENTS FOR 3 EQUIPMENT PURCHASE ORDERS – LIME, OZONE AND Softening Clarifiers

Percentage of Contract Value Due for Payment	Description
10%	Upon Acceptance of Submittal Drawings by CH2M HILL
Cumulative 20% (multiple payments)	Upon Receipt of Major Equipment/Material by Supplier (Supplier to submit Material List with Submittals for approval by CH2M HILL)
15%	Upon Commence of Fabrication
45%	Upon Complete Delivery on Site
5%	Upon Completion of Performance Test and/or Commissioning Activities
5%	Upon Completion of O&M Manuals, and other specified deliverables

“Off-Ramp” Scenario

In the event that the Owner elects to take the “Off-Ramp” described in Section 2.3.2.4(iii) of the Agreement, the following options will be available to the Owner (at the Owner’s discretion):

- The Owner will have the authority to work directly with the equipment manufacturer to accept delivery of the equipment. In this scenario, the Design-Builder will never assume ownership of the equipment.
- The Owner will have the authority to work directly with the equipment manufacturer to delay delivery of the equipment. In this scenario, the Design-Builder will never assume ownership of the equipment.
- The Owner will have the authority to work directly with the equipment manufacturer to cancel the order of the equipment.

Nothing within the contract between the Design-Builder and the equipment manufacturers will limit, in any way, these rights of the Owner. The Design-Builder is responsible for ensuring that Purchase Orders to equipment suppliers include Assignment and Termination for Convenience clauses that cover the scenarios above.

Basis for Future Change Orders

In the event that the Design-Builder believes that a change order is merited, the Design-Builder is responsible for informing the Owner of the need for a change order, in detail, as soon as possible. The Design-Builder will not proceed with the contested work until the Owner has provided a written response indicating whether the Owner will accept the change order request.

An Allowance item has been set aside for escalation in the cost of the batch slaking equipment produced by RDP Technologies, Inc. (further described below). Once the actual value of the escalation has been

determined, the Owner and the Design Builder agree to process a change order increasing or decreasing the costs of the contract by the value of the escalation and the associated Design-Builder’s Fee.

Escalation

The RDP Contract price will be adjusted for inflation at the time the equipment is Approved and Released for Fabrication. 30% of the contract price will be tied to the St. Louis Fed Index of Metals and Metal products <https://fred.stlouisfed.org/series/WPU10170502> [fred.stlouisfed.org] 30% of the contract price will be tied to the St. Louis Fed Manufacturers Price Index <https://fred.stlouisfed.org/series/PCUOMFGOMFG> [fred.stlouisfed.org] and 40% of the contract will be tied to the St. Louis Fed Consumer Price Index <https://fred.stlouisfed.org/series/CPIAUCSL> [fred.stlouisfed.org] . At the time of contract consummation, the index values will be captured and upon the equipment Release for Fabrication these indexes will be revisited, and the Contract price will be increased or decreased from the original price based on the indices above.

Applicability of Contract Documents

The following table lists which Contract Document exhibits apply and do not apply to this first early work package:

Exhibit	Description	Applicability to this GP Proposal
Exhibit A	Preliminary Owner’s Project Criteria	As described in the “Document Precedence” section of this Exhibit L1
Exhibit B	Preliminary Scope of Phase 1 Services	No relevant content
Exhibit C	Permitting and Regulatory Approvals Responsibilities	Yes. CH2M HILL responsible for ensuring that equipment ordered in this work package meets conditions of permits
Exhibit D	MN PFA Contract Packet (Project Funding Requirements)	Yes
Exhibit E	Labor Standards	Yes
Exhibit F	Key Firms and Key Personnel	No relevant content
Exhibit G	Exhibit G – Phase 1 Milestone Schedule	No relevant content
Exhibit H	Insurance Requirements	Yes
Exhibit I	Billing Rates, Phase 1 Costs, and Phase 2 Markups	Yes
Exhibit J	Cost Model	The CH2M HILL’ Cost Model has been developed in accordance with Exhibit J and approved by SPRWS.
Exhibit K	Parent Guaranty Agreement	Yes
Exhibit L	Scope Basis	No relevant content
Exhibit L1	First Early Work Package	Yes
Exhibit M	Site Security Requirements	This exhibit is not yet developed. Upon development, the exhibit will apply.

Exhibit N	Performance Incentive Arrangements	No
Exhibit O	Index of Reference Documents	No relevant content

Additional Assumptions and Clarifications of the Proposal

The following table includes additional assumptions and clarifications noted in the GP proposal:

Line	Assumption or Clarification
DESIGN-BUILDER, GENERAL AND PROJECT-WIDE (00)	
1	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>SPRWS and CH2M HILL will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and CH2M HILL will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.</p>
2	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>CH2M HILL will inform SPRWS of planned water use and SPRWS will approve water usage; CH2M HILL and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
3	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>CH2M HILL will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, CH2M HILL assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, CH2M HILL will remedy the issue.</p>
4	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal. CH2M HILL has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. CH2M HILL will work with SPRWS to ensure the appropriate accounts are set up and available.</p>
5	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p>

	<p>CH2M HILL is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>
6	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>
7	<p>Recently passed legislation includes a Build America Buy America provision that may modify the requirements of American Iron and Steel. We have not included pricing for this provision as impacts are currently unknown.</p> <p>If / once adopted, the regulations will constitute a change in funding requirements per Section 2.6.3 and the legal requirements per Section 2.4 of the General Conditions.</p>
8	<p>This GP has been prepared using the GMP Design-Builder fees. If a Lump Sum is agreed to, that fee will need to be reduced. Approximate savings on the fee rate is included on Tab 00 F.</p>
9	<p>Given volatility in the markets, we have discussed the best ways to handle escalation. On two of the three bid packages, the vendor is taking responsibility for all escalation. On the RDP package, they have proposed using price indexes to calculate escalation. Escalation is included for the RDP package as an Allowance. The final contract value for RDP will be adjusted for escalation when they order materials for manufacturing based on the change in the price indices. If that calculated escalation is less than the Allowance amount indicated, the contract between CH2M HILL and SPRWS will be decreased by the corresponding amount plus the associated Design-Builder Fee. If the calculated escalation is greater than the Allowance amount, the contract will be increased by the corresponding amount plus the associated Design-Builder Fee.</p>
10	<p>Please note that design was not complete during this procurement and that eventual 100% Drawing and Specifications will differ from those presented with the GP. Furthermore, provisions in the equipment proposals differ from the requirements of these preliminary Specifications. This is a normal part of the Design-Build process. SPRWS will be involved in reviews as the design progresses. In general, for this GP, the provisions of the vendors proposal, as long as they do not impede performance (water quality, schedule, longevity, architectural, etc.) will govern. Please reference Exhibit L1 to the Prime Agreement for further comment on document prioritization.</p>
11	<p>Please note that CH2M HILL has collected operational data and noted concerns as addressed by each supplier in their responses to the RFP. In accepting the suppliers pricing, we have noted no fatal flaws in this</p>

	data, but it is important for SPRWS to review nonetheless to ensure they concur with our understanding.
12	<p>Please note that CH2M HILL has included warranty costs for the equipment purchased in this GP proposal for (1) year after the completion of the Acceptance Test (which is the same as Substantial Completion). Please reference Exhibit L1 for further comments on the Substantial Completion timeline.</p> <p>If additional warranty is desired by SPRWS, those costs are known and can be added later by Change Order.</p>
13	<p>Sales taxes were calculated at 7.375% based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p> <p>Given the good possibility for sales tax exemption, sales taxes have been moved to the Allowances. Should sales taxes be due, those monies are available in this proposal. If not, that Allowance is not used.</p>
DESIGN-BUILDER, GENERAL CONDITIONS (01)	
1	Hours for writing and reviewing the purchase agreements included in this GP have been included on Tab 01.
DESIGN-BUILDER, ENGINEERING SERVICES DURING CONSTRUCTION (03)	
1	Hours for reviewing submittals, and responding to vendor requests for information, for the purchase agreements included in this GP have been included in Tab 03.
BID PACKAGE 2201: SOFTENING CLARIFIER EQUIPMENT	
1	<p>The vendor for this package has accepted all escalation for this equipment. As a stipulation of this agreement, 20% of their contract value be paid after approved submittals for the purchase of materials.</p> <p>CH2M HILL will work with SPRWS to identify any project cash flow constraints that this may create.</p>
2	<p>We have included extensive costs (and design evolution on those costs) for design of a final walkway approximately 4 FT in width, aligned with the top of concrete in the center gallery area, and includes cantilevered observation platforms.</p> <p>A sketch of the basis of bid for the walkway is included in this revised GP in Appendix 100 E.</p>
3	This proposal assumes use of Endress Hauser instruments. Costs to switch to Sierra, if desirable, is approximately \$55K.
4	This proposal is based on a walkway width of 4 FT. Cost to go to a wider walkway would vary depending on how wide that walkway eventually ends up being.
BID PACKAGE 2202: LIME EQUIPMENT	

1	Jacob's interpretation of current AIS requirements is that RDPs equipment does not need to comply, as process equipment and systems are exempted from AIS compliance. RDP notes that their systems are not fully compliant with AIS. It is possible that auditors will not agree with Jacob's interpretation of the AIS requirements. We note this because AIS compliance is currently not achievable. The remaining components of their system that are not AIS compliant are not available at the time of this proposal. Should AIS auditors determine that CH2M HILL is not in compliance with AIS standards for this package, CH2M HILL will need the assistance of SPRWS to pursue and be awarded an AIS waiver for this system.
2	RDP notes that not all of their systems are NSF 61 certified. CH2M HILL has confirmed that NSF 61 is not a requirement for MDH for this system.
3	The Owner's Criteria includes a requirement for slaking temperature rise. RDP does not meet this requirement. CH2M HILL has no concerns over this difference.
4	RDP noted exceptions to the electrical panel specifications provided as part of the equipment RFP. CH2M HILL has no concerns over this difference.
BID PACKAGE 2203: OZONE EQUIPMENT	
1	Please note that the LOX supplier needs to meet Ozonia's hydrocarbon requirements. CH2M HILL has reviewed with local suppliers and this should not be an issue.
BID PACKAGE 2204: TEMPORARY CO2 SYSTEM	
1	The vendor (Tomco) has noted a request that they will rent us this equipment for the temporary system if they are allowed to bid on the supply of the permanent system.
2	We have not included any costs for CO2 consumption in this proposal as we assume that SPRWS is carrying all these costs.
3	A temporary unit of the size that we need is coming available in April of 2022 when we need it. There are no other systems readily available. Costs to go to an alternate supplier in the timeframe needed will be greater than Tomco.
4	Please note that the temporary CO2 system has a single trailer mounted tank of the appropriate size.

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

GUARANTEED PRICE PROPOSAL 1: MAJOR PROCESS EQUIPMENT

FINAL

December 28, 2021

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1. Please see the first couple pages of the Appendices for an overview of the estimating process and information on which details are included in which Appendix.
2. Items grayed out above are not applicable to this GP and have not been included.



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Guaranteed Price Proposal 1, Major Process Equipment

00 A: Acronyms and Abbreviations

St. Paul Regional Water Services McCarrons Water Treatment Plant Improvements Project

00 A ACRONYMS AND ABBREVIATIONS

CoMW	City of Maplewood, Minnesota
DC	Direct Cost
DM	Design Manager
EAC	Estimate at Complete
EM	Engineering Manager
EV	Expected Value
MDH	Minnesota Department of Public Health
MGD	Million Gallons per Day
NPDES	National Pollutant Discharge Elimination System
NOA	Notice of Award
NTP	Notice to Proceed
PDB	Progressive Design Build
Phase 1	Phase 1 of the PDB project including engineering and design
Phase 2	Phase 2 of the PDB project including all construction, commissioning, and handover
GP	Guaranteed Price cost and schedule proposal to complete all Phase 2 services, may be abbreviated "GF"
PM	Project Manager
PXP	Project Execution Plan
Project	McCarrons Water Treatment Plant Improvements Project
Prime Agreement	Contract between St. Paul Regional Water Services and Ch2MHill Engineers for the Project
QA/QC/QM	Quality Assurance, Quality Control, Quality Management
SCE	Subcontract Equivalent Cost
SPRWS or Client	St. Paul Regional Water Services
TM	Technical Memorandum
VE	Value Engineering
WBS	Work Breakdown Structure
WWTP	Wastewater Treatment Plant



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Jacobs

**Guaranteed Price Proposal 1, Major Process
Equipment**

00 B: Cover Letter

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

**SPRWS McCarron's Water Treatment Plant Improvements Project
Progressive Design-Build Project
GUARANTEED PRICE PROSOPAL 1: MAJOR PROCESS EQUIPMENT
TRANSMITTAL LETTER**

January 17, 2022

St. Paul Regional Water Services
Attn: Will Menkhaus, Project Manager, william.menkhaus@ci.stpaul.mn.us
1900 Rice Street
Saint Paul, MN 55113

RE: Guaranteed Price ("GP") Proposal for the Major Process Equipment ("GP1") on the SPRWS Progressive Design-Build Project

CH2M HILL Engineers, Inc. (contracting entity and wholly owned subsidiary of Jacobs Engineering Group, Inc.), (the Proposer) is pleased to submit this Guaranteed Price Proposal for the Major Process Equipment on the Water Treatment Plant Improvements Project.

This proposal consists of this Microsoft Excel (or indexed PDF binder) workbook and backup attachments as noted in the table of contents. This proposal has been prepared in conjunction with the finalization of the contract ("Prime Agreement") between SPRWS and CH2MHILL Engineers.

The Guaranteed Price Proposal is presented and organized according to the Work Breakdown Structure ("WBS") used in the project cost model, project schedule, pay application, table of contents for this proposal, etc.

We have endeavored to maximize transparency in this presentation while not overwhelming with less important data. If there are additional needs or clarifying information / backup / detail, please let us know and we will be happy to provide what is needed.

We look forward to our upcoming negotiations and a successful future together ahead.

Sincerely,

Greg Fischer, Project Executive
CH2MHILL Engineers



Guaranteed Price Proposal 1, Major Process Equipment

00 C: Contract Requirements

St. Paul Regional Water Services McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
DBIA 545: Progressive Design-Build Agreement, Dated January 13, 2021		
2.3	Guaranteed Price Proposal.	
2.3.1	At the time specified in Section 7.2.1, Design-Builder shall submit a proposal to Owner (the "Guaranteed Price Proposal") for the construction of the Project for a Guaranteed Price (GP). Owner shall have the sole authority to determine whether to proceed with converting the Guaranteed Price into a Lump Sum or a Guaranteed Maximum Price implementation. The Guaranteed Price Proposal shall include the following unless the parties mutually agree otherwise:	See notes below. No significant issues or deviations in Section 2.3 are noted. Pricing in this workbook is currently set for GMP approach. Discounts for LS approach are noted.
2.3.1.1	The estimated Cost of the Work, inclusive of any Design-Builder's Contingency and all other costs defined in Article 7 hereof. The Cost of Work estimate shall be consistent with the format and detail of the Owner-Approved Cost Model.	Cost of Work, as defined in Article 7, is included in A: Direct Costs and B: Indirect Costs.
2.3.1.2	Details associated with Guaranteed Maximum Price implementation of the contract. Such details should include the Shared Savings Provision, the Design-Builder's Fee, descriptions of how costs will be tracked and reported to Owner, descriptions of which costs will be subject to the Design Builder's Fee, and other such details as necessary for Guaranteed Maximum Price implementation of the Guaranteed Price.	The Cost Model and Prime Agreement address Shared Savings, Design-Builder's Fee, etc. No deviations from those provisions are noted.
2.3.1.3	Details associated with Lump Sum implementation of the contract. Such details should include a Lump Sum discount (if applicable), a listing of project milestones, details regarding how invoicing for Work will correspond to those project milestones, and other such details as necessary for Lump Sum implementation of the Guaranteed Price.	The Lump Sum discount is noted on Tab 00 F.
2.3.1.4	The final Owner's Project Criteria and the Construction Documents which serve as the basis for the Guaranteed Price Proposal.	Owner's Criteria and Construction Documents are not applicable to this GP Proposal.
2.3.1.5	A list of the assumptions and clarifications made by Design-Builder in the preparation of the Guaranteed Price Proposal, which list is intended to supplement the information contained in the drawings and specifications.	Provided on Tab 00 G for assumptions, clarifications, and discussion items for this GP1.
2.3.1.6	A list of all Construction Documents used as a basis for the Guaranteed Price Proposal.	Provided in Appendices for work included in this GP1.
2.3.1.7	The scheduled Substantial Completion date upon which the Guaranteed Price Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion date is based.	See discussion in Section 6 below.



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
2.3.1.8	A preliminary schedule and schedule of values for the execution of the construction work. The schedule shall indicate the dates for the start and completion of the various stages of Construction Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised monthly or as required by conditions and progress of the Construction Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Construction Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.	The current draft project schedule is included in Appendix 100 F. Note that this paragraph requires a preliminary schedule of values which is different than 7.3.4. Recommend that we provide an SOV for this GP1 work within (30) days of award.
2.3.1.9	If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;	Escalation and sales taxes are included as Allowance items.
2.3.1.10	If applicable, a schedule of alternate prices;	No Alternates are included with this GP1 Proposal.
2.3.1.11	If applicable, a schedule of unit prices;	No Unit Prices are included with this GP1 Proposal.
2.3.1.12	If applicable, a statement of additional services which may be performed but which are not included in the Guaranteed Price Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);	No Additional Services are included with this GP1 Proposal.
2.3.1.13	If applicable, Performance Incentives;	No Performance Incentives are included with this GP1 Proposal.
2.3.1.14	The time limit (of no less than 60 days) for acceptance of the Guaranteed Price Proposal;	Proposal is good for (60) days from submission. However, larger project schedule issues may arise if we wait this long.
2.3.1.15	An Owner's Permit List, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain; and	The Permit Matrix is not applicable to this GP.
2.3.1.16	Any applicable dates for Substantial Completion upon which the proposed Guaranteed Price is based.	See discussion in Section 6 below.
6.1	Date of Commencement.	
6.1.1	The Phase 1 services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing.	This should be modified to include the award date for GP1 (approximately January 12, 2022).



**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
6.2	Substantial Completion and Final Completion.	
6.2.1	Substantial Completion of the entire Work shall be achieved no later than () calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). Contract Note: The date required in this section will be determined and formalized upon acceptance of the Guaranteed Price Proposal. As such, this field is expected to remain blank until the Contract Price Amendment is approved. Contract Note (2): The definition of Substantial Completion will be further refined during the Design Phase of the project, and the revised definition will be included in the Contract Price Amendment.	Recommend this include a note that Substantial Completion dates for the Project will be set forth in GP4. This could be silent for GP1.
6.2.2	Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: Completion of 30% Design Completion of 60% Design Submittal of Guaranteed Price Proposal Contract Notes: Owner and Design-Builder will set interim milestone dates for the items above during contract negotiations. Additional interim milestones may be set at the time of the Contract Price Amendment.	Recommend this include a note that any interim milestone dates for the Project will be set forth in GP4. This could be silent for GP1.
6.4	Liquidated Damages	
	Liquidated Damages for Substantial Completion. Design-Builder understands that if Substantial Completion of Construction Work is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by () days after the Scheduled Substantial Completion Date (the “LD Date”), Design-Builder shall pay Owner four thousand five hundred Dollars (\$4,500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.	Recommend this include a note that liquidated damages and dates for the Project will be set forth in GP4. This could be silent for GP1.



**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7.2	Guaranteed Price	
	7.2.2	Basis of Guaranteed Price. As required by the Contract Documents, the Design-Builder shall supply the Owner with regular Cost of Work estimates throughout Phase 1 which are developed in an open-book, transparent manner. All assumptions, accounting measures, and estimates which support Guaranteed Price development shall be available for Owner's review. The Guaranteed Price shall be based upon the estimated Cost of Work, the Design-Builder's proposed fees, pass-through costs, and any contingency values.
	7.3.4	Schedule of Values. Prior to the first Application for Payment, the Design-Builder shall submit a schedule of values to the Owner which allocates the entire Guaranteed Maximum Price to the various portions of the work. This schedule of values shall be used as a basis for reviewing applications for payment. The Owner's payments to the Design-Builder shall not surpass the values set in the schedule of values.
7.5	Cost of the Work.	
	7.5.1	Cost Model and Design Builder's Fee. The Owner has provided the Design-Builder with a cost model for the Work. This Cost Model, provided as Exhibit J to the Agreement, defines the Cost of Work for the Project and clearly outlines which work is subject to the Design-Builder's Fee and which work is not subject to the Design-Builder's Fee. During Phase 1, the Owner and Design-Builder shall modify the Cost Model, as required, to suit project plans. The Design-Builder's Fee shall be applied only to those portions of work which are designated as Costs of Work in the Cost Model. Contract Note: The definition of Cost of Work will be further refined during the Design Phase. An update definition will be included in the Contract Price Amendment.
7.6	Allowance Items and Allowance Values.	
	7.6.1	Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Guaranteed Price Proposal.



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
Exhibit B	Preliminary Scope of Phase 1 Services, Task 104	
	Updates shall be provided on a bimonthly basis and shall also be provided whenever there is a design change or new information materially affecting Project costs, with the 30 percent design submittal, with the 60 percent design submittal, with any early work packages, and with the Guaranteed Price Proposal at a minimum.	An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.
Exhibit B	Preliminary Scope of Phase 1 Services, Task 105	
	As Phase 1 progresses, the level of detail for Phase 2 scheduling shall be expanded such that full Phase 2 schedules shall be available with the 30%, and 60%, Pre-Construction (and additional, if required) design submittals and with the Design-Builder's Guaranteed Price Proposal(s). Phase 1 Schedule development scope shall end upon acceptance of the Design-Builder's Guaranteed Price proposal, at which time any scope for schedule development and maintenance shall have been included in the Phase 2 scope.	An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.
Exhibit B	Preliminary Scope of Phase 1 Services, Task 211	
	The Design-Builder shall utilize an "open book" approach to develop the GP Proposal, providing SPRWS with full access to the financial basis for the proposed Guaranteed Price. (Note: Any Key Firms identified in the submitted Statement of Qualifications are likewise required to develop costs on an open book basis).	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
	Anticipated Requirements for Guaranteed Price Proposal:	Please reference the following:
1	Revised 60-Percent Design documents and submittals addressing Owner comments and any other drawings or specifications necessary to define the baseline design for the Contract Price Amendment (unless a GP is accepted by the Owner prior to 60 percent design completion).	Specifications from bid packages have been included in the Appendices. No other design documents were included with this package.
2	Proof of all permits and approvals that the Design-Builder was responsible for obtaining during Phase 1, as identified in the Design-Build Agreement.	This is not applicable to this GP package.
3	Identification of construction permits and approvals to be obtained by the Design-Builder during Phase 2.	This is not applicable to this GP package.
4	Finalized Owner's Project Criteria including Performance Criteria as jointly developed by Design-Builder and Owner.	This is not applicable to this GP package.



**Guaranteed Price Proposal 1, Major Process
Equipment**

00 C: Contract Requirements

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
5	Proposed Design-Build Schedule including an accompanying narrative describing key assumptions in the proposed Baseline Design-Build Schedule upon which the Base Guaranteed Price is based including dates for Substantial Completion and Final Completion.	Please reference Tab 00 G for Assumptions and Clarifications and associated narratives. See discussion in Section 6 above for Substantial and Final Completion dates for GP1.
6	Descriptive information on all engineering, procurement, materials, construction labor and equipment. design gap narratives, and other services necessary to perform the Design-Build work as required under the Design-Build Agreement.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7	The proposed direct Cost of Work as defined in the Design-Build Contract and including contingency, to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added to establish a mutually agreed-upon Guaranteed Price (GP). Direct cost for the Phase 2 work shall include all services required for construction of the Project through Final Completion, using the Owner-approved cost model. Supporting documentation for the proposed direct cost of Phase 2 work shall include, at a minimum:	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.a	Subcontractor and materials vendor bids and quotations.	See Appendices for supplier / subcontractor quotations.
7.b	Details supporting estimates for self-performed construction work (labor, materials and equipment).	Not applicable to this GP.
7.c	Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals.	Not applicable to this GP.
7.d	Unburdened rental rates on construction equipment, trailers, storage and staging space and major tools.	Not applicable to this GP.
7.e	Allowances (where appropriate).	Escalation is included as an Allowance.
7.f	Labor and expense costs for engineering construction support consistent with the Phase 2 professional services billing rates included in the Design-Build Agreement.	Please note that Phase 1 rates (escalated one year) were used for Phase 2 costs in this GP.





St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7.g	Details for any other relevant labor, expense, or other costs.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.h	Design-Builder contingency based on probabilistic assessment of risks and cost consequences if realized, weighted for probability of occurring	See Tabs 10.1, 10.2, and 10.3.
7.i	The proposed GP and breakdown consisting of the proposed direct cost of Phase 2 work, including proposed Design-Builder contingency.	See Tabs 10.1, 10.2, and 10.3.
7.j	Details to support the possible implementation of a Guaranteed Maximum Price delivery of the project, including the Design-Builder's fee and any shared savings provisions. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above.
7.k	Details to support the possible implementation of a Lump Sum delivery of the project, including a Lump Sum discount on the Design-Builder's fees. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above.
7.l	All other proposed GP pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.	See Tab 00 G.
7.m	A list of work activities, expenses and fees not included in the GP which the Owner may be expected to pay for.	There will not be extra-GP costs.
	After delivery of the initial draft GP Proposal, the Design-Builder will meet with SPRWS during a 4- hour workshop to present, review, and answer questions about the content of the GP Proposal. The Design-Builder will continue to revise the GP Proposal as needed and conduct additional workshops and meetings as needed to obtain SPRWS agreement.	Recommend we meet on or about Friday, December 17, 2021 to review this proposal in detail.
	In general, the following will be required before SPRWS will approve a Contract Price Amendment: all required permits necessary prior to initiating Phase 2 have been obtained, or SPRWS has approved proceeding forward with certain permits still pending.	We will be requesting that SPRWS proceeds without all project permits. Permit status for these affecting GP1 will be closely reviewed with SPRWS.
	After SPRWS acceptance of a proposed GP, the Design-Builder and Owner shall negotiate and finalize a Contract Price Amendment in accordance with the requirements of the Design-Build Agreement.	Recommend we try and keep GP1 changes to a minimum and address holistically in GP4.



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**Guaranteed Price Proposal 1, Major Process
 Equipment**

00 C: Contract Requirements

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
Exhibit F	Key Firms and Key Personnel	
	At the time of the Guaranteed Price submittal, the Owner will review the costs of all self-performed work to ensure that the Design-Builder has sufficiently demonstrated cost competitiveness on all self-performed scope.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.



**Guaranteed Price Proposal 1, Major Process
 Equipment**

00 D: Previous Transmittals

00 E: Final GP Proposal Changes

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

00 D DOCUMENTS PREVIOUSLY TRANSMITTED TO SPRWS UNDER SEPARATE COVER

For reference purposes, the following is a list of required documents previously transmitted to SPRWS under separate cover. For clarity, these have not been provided as attachments.

Document	Date Transmitted

00 E FINAL GP PROPOSAL CHANGES

Throughout negotiations, this GP form has been updated. The following indicates the meaning of the highlighted colors throughout this proposal form. In the live Excel version, additional notes are available in the margins.

Document	Date Transmitted
Cells highlighted in YELLOW have been changed since the previous revision on 12/17/2021.	12/17/21
There was an error in cell I146 on Tab 10.1 that was missing \$21K in Design Evolution.	12/17/21
SPRWS chose not to pursue the wing walkways for the Softening Clarifiers. Row 155 on Tab 10.1.	12/17/21
Tab 00 G has been updated with SPRWS comments to assumptions, clarifications, and discussion.	12/23/21
Tab 03 has responses to SPRWS questions regarding overlap of SDCs.	12/23/21
Tab 10.1 has been updated with recent changes resulting from negotiations with RDP and Suez.	12/23/21
Additional minor changes were made to several tabs and DB Fee was adjusted to Lump Sum amount.	12/28/21

END OF SECTIONS 00 A, B, C, D, and E



Guaranteed Price Proposal 1, Major Process Equipment

00 F: Detailed Cost Summary

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

A: DIRECT COSTS

01	DESIGN-BUILDER GENERAL CONDITIONS		\$	21,320	Link to Tab 03
03	ENGINEERING SDC		\$	68,924	Link to Tab 03
04	DESIGN-BUILDER PROCUREMENT		\$	17,438,455	Link to Tab 04
05	CONSTRUCTION SUBCONTRACTS		\$	-	Link to Tab 05
06	COMMISSIONING AND STARTUP		\$	-	Link to Tab 06
07	INSTRUMENTATION AND CONTROLS		\$	-	Link to Tab 07

B: INDIRECT COSTS

09	ALLOWANCES		\$	1,660,838	Link to Tab 09
10	DESIGN-BUILDER CONTINGENCY		\$	1,089,782	Link to Tab 10.1
10A	ESCALATION		\$	-	Link to Tab 10.A

C: DESIGN-BUILDER FEE

11a	SELF-PERFORM FEE	8.90%	\$	1,560,054	
11b	SUBCONTRACTED FEE	5.00%	\$	-	Link to Tab 11

D: PASS-THROUGH COSTS (NOT SUBJECT TO DESIGN-BUILDER FEE)

08	DB BONDS, INSURANCE, TAXES	1.80%	\$	400,314	Link to Tab 08
10	REWORK CONTINGENCY		\$	-	

TOTAL PHASE 2 PROPOSAL, ALL WORK			\$	22,239,688	
---	--	--	-----------	-------------------	--



**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 G: Assumptions, Clarifications,
 Discussions**

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
----------------------------------	------------------------------

Organized by Bid Package first, then by Facility / Work Area.

BID PACKAGE 001: DESIGN-BUILDER

DESIGN-BUILDER, GENERAL AND PROJECT-WIDE (00)	
1	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>SPRWS and Jacobs will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and Jacobs will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.</p>
2	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will inform SPRWS of planned water use and SPRWS will approve water usage; Jacobs and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
3	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, Jacobs assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, Jacobs will remedy the issue.</p>
4	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. Jacobs will work with SPRWS to ensure the appropriate accounts are set up and available.</p>



**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 G: Assumptions, Clarifications,
 Discussions**

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
<p>5 This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>	
<p>6 This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>	
<p>7 Recently passed legislation includes a Build America Buy America provision that may modify the requirements of American Iron and Steel. We have not included pricing for this provision as impacts are currently unknown.</p> <p>If / once adopted, the regulations will constitute a change in funding requirements per Section 2.6.3 and the legal requirements per Section 2.4 of the General Conditions.</p>	
<p>8 This GP has been prepared using the GMP Design-Builder fees. If a Lump Sum is agreed to, that fee will need to be reduced.</p> <p>Approximate savings on the fee rate is included on Tab 00 F.</p>	
<p>9 Given volatility in the markets, we have discussed the best ways to handle escalation. On two of the three bid packages, the vendor is taking responsibility for all escalation. On the RDP package, they have proposed using price indexes to calculate escalation. Escalation is included for the RDP package as an Allowance. The final contract value for RDP will be adjusted for escalation when they order materials for manufacturing based on the change in the price indices. If that calculated escalation is less than the Allowance amount indicated, the contract between Jacobs and SPRWS will be decreased by the corresponding amount plus the associated Design-Builder Fee. If the calculated escalation is greater than the Allowance amount, the contract will be increased by the corresponding amount plus the associated Design-Builder Fee.</p>	



Guaranteed Price Proposal 1, Major Process Equipment

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 G: Assumptions, Clarifications,
 Discussions**

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
<p>10 Please note that design was not complete during this procurement and that eventual 100% Drawing and Specifications will differ from those presented with the GP. Furthermore, provisions in the equipment proposals differ from the requirements of these preliminary Specifications. This is a normal part of the Design-Build process. SPRWS will be involved in reviews as the design progresses. In general, for this GP, the provisions of the vendors proposal, as long as they do not impede performance (water quality, schedule, longevity, architectural, etc.) will govern. Please reference Exhibit L1 to the Prime Agreement for further comment on document prioritization.</p>	
<p>11 Please note that Jacobs has collected operational data and noted concerns as addressed by each supplier in their responses to the RFP. In accepting the suppliers pricing, we have noted no fatal flaws in this data, but it is important for SPRWS to review nonetheless to ensure they concur with our understanding.</p>	
<p>12 Please note that Jacobs has included warranty costs for the equipment purchased in this GP proposal for (1) year after the completion of the Acceptance Test (which is the same as Substantial Completion). Please reference Exhibit L1 for further comments on the Substantial Completion timeline.</p> <p>If additional warranty is desired by SPRWS, those costs are known and can be added later by Change Order.</p>	
<p>13 Sales taxes were calculated at 7.375% based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p> <p>Given the good possibility for sales tax exemption, sales taxes have been moved to the Allowances. Should sales taxes be due, those monies are available in this proposal. If not, that Allowance is not used.</p>	
DESIGN-BUILDER, GENERAL CONDITIONS (01)	
<p>1 Hours for writing and reviewing the purchase agreements included in this GP have been included on Tab 01.</p>	
DESIGN-BUILDER, ENGINEERING SERVICES DURING CONSTRUCTION (03)	
<p>1 Hours for reviewing submittals, and responding to vendor requests for information, for the purchase agreements included in this GP have been included in Tab 03.</p>	



**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 G: Assumptions, Clarifications,
 Discussions**

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
DESIGN-BUILDER, COMMISSIONING AND STARTUP (06)	
DESIGN-BUILDER, INSTRUMENTATION AND CONTROLS (07)	
BID PACKAGE 2201: SOFTENING CLARIFIER EQUIPMENT	
1	<p>The vendor for this package has accepted all escalation for this equipment. As a stipulation of this agreement, 20% of their contract value be paid after approved submittals for the purchase of materials.</p> <p>Jacobs will work with SPRWS to identify any project cash flow constraints that this may create.</p>
2	<p>We have included extensive costs (and design evolution on those costs) for design of a final walkway approximately 4 FT in width, aligned with the top of concrete in the center gallery area, and includes cantilevered observation platforms.</p> <p>A sketch of the basis of bid for the walkway is included in this revised GP in Appendix 100 E.</p>
3	<p>This proposal assumes use of Endress Hauser instruments. Costs to switch to Sierra, if desirable, is approximately \$55K.</p>
4	<p>This proposal is based on a walkway width of 4 FT. Cost to go to a wider walkway would vary depending on how wide that walkway eventually ends up being.</p>





**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 G: Assumptions, Clarifications,
 Discussions**

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
----------------------------------	------------------------------

BID PACKAGE 2202: LIME EQUIPMENT	RDP TECHNOLOGIES, INC
---	-----------------------

1	Jacobs interpretation of current AIS requirements is that RDPs equipment does not need to comply, as process equipment and systems are exempted from AIS compliance. RDP notes that their systems are not fully compliant with AIS. It is possible that auditors will not agree with Jacobs interpretation of the AIS requirements. We note this because AIS compliance is currently not achievable. The remaining components of their system that are not AIS compliant are not available at the time of this proposal. Should AIS auditors determine that Jacobs is not in compliance with AIS standards for this package, Jacobs will need the assistance of SPRWS to pursue and be awarded an AIS waiver for this system.	
2	RDP notes that not all of their systems are NSF 61 certified. Jacobs has confirmed that NSF 61 is not a requirement for MDH for this system.	
3	The Owner's Criteria includes a requirement for slaking temperature rise. RDP does not meet this requirement. Jacobs has no concerns over this difference.	
4	RDP noted exceptions to the electrical panel specifications provided as part of the equipment RFP. Jacobs has no concerns over this difference.	

BID PACKAGE 2203: OZONE EQUIPMENT	SUEZ Water Technologies & Solutions
--	-------------------------------------

1	Please note that the LOX supplier needs to meet Ozonia's hydrocarbon requirements. Jacobs has reviewed with local suppliers and this should not be an issue.	
---	--	--

BID PACKAGE 2204: TEMPORARY CO2 SYSTEM	TOMCO SYSTEMS
---	---------------

1	The vendor (Tomco) has noted a request that they will rent us this equipment for the temporary system if they are allowed to bid on the supply of the permanent system.	
2	We have not included any costs for CO2 consumption in this proposal as we assume that SPRWS is carrying all these costs.	
3	A temporary unit of the size that we need is coming available in April of 2022 when we need it. There are no other systems readily available. Costs to go to an alternate supplier in the timeframe needed will be greater than Tomco.	



Guaranteed Price Proposal 1, Major Process Equipment

00 G: Assumptions, Clarifications,
Discussions

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

ISSUE, ASSUMPTION, CLARIFICATION	RESPONSE / UPDATE / COMMENTS
----------------------------------	------------------------------

4	Please note that the temporary CO2 system has a single trailer mounted tank of the appropriate size.	
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BID PACKAGE 4101A: STRUCTURAL CONCRETE (PCL) 



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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

Guaranteed Price Proposal 1, Major Process Equipment

**Detail Sheet 01
 Design-Builder General Conditions Pricing**

PURPOSE OF THIS ESTIMATE

The General Conditions ("GC") estimate includes costs for onsite staff to manage construction as well as offsite support staff.

SCHEDULE SUMMARY FOR ESTIMATE

The estimate below is for GP1 work only.

NOTES

Billing rates below are per the Prime Agreement (Exhibit I).

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR, SENIOR LEADERSHIP									\$ -	
LA.01.01	Operations Manager (Steve Patterson)	Senior Construction Project Director	-			MO	6	\$ -	\$ -	
LABOR, ONSITE PERSONNEL									\$ 6,200	
LA.02.01	Project Manager (Leslie Sjobom)	Senior Construction Project Manager	40	\$ 155		MO	6	\$ 1,033	\$ 6,200	
LA.02.02	Construction Manager (TBD)	Construction Project Manager	-			MO	6	\$ -	\$ -	
LA.02.03	General Superintendent (TBD)	Construction Professional 3	-			MO	6	\$ -	\$ -	
LA.02.04	Discipline / Area / Assistant Superintendent (TBD)	Construction Professional 2	-			MO	6	\$ -	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
 Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR, ONSITE PERSONNEL, CONTINUED								\$ -	
LA.02.05	QA / QC Manager (TBD)	Construction Professional 3	-		MO	6	\$ -	\$ -	
LA.02.06	Onsite HSE (TBD)	Construction Professional 3	-		MO	6	\$ -	\$ -	
LA.02.07	Construction Engineer, 1 (TBD)	Construction Professional 2	-		MO	6	\$ -	\$ -	
LA.02.08	Construction Engineer, 2 (TBD)	Construction Professional 2	-		MO	6	\$ -	\$ -	
LA.02.09	Construction Engineer, 3 (TBD)	Construction Professional 2	-		MO	6	\$ -	\$ -	
LA.02.10	Environmental Engineer (TBD)	Construction Professional 2	-		MO	6	\$ -	\$ -	
LA.02.11	Administrative Assistant (TBD)	Construction Professional 1	-		MO	6	\$ -	\$ -	
LA.02.12	Administrative Assistant (TBD)	Construction Professional 1	-		MO	6	\$ -	\$ -	
LA.02.13	Warranty	Construction Professional 2	-		MO	6	\$ -	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR, OFFSITE PERSONNEL									\$ 15,120	
LA.02.14	Scope Manager (Michelle Drake)	Construction Professional 2	-			MO	6	\$ -	\$ -	
LA.02.15	Estimating Manager (Eric Schield)	Construction Project Manager	-			MO	6	\$ -	\$ -	
LA.02.16	Discipline Estimator (After 100% Design)	Construction Professional 3	-			MO	6	\$ -	\$ -	
LA.02.17	Commercial Manager (Scott Sheehan)	Director of Procurement	20	\$ 228		LS	1	\$ 4,560	\$ 4,560	Review purchase agreements.
LA.02.18	Procurement Specialist (Ratts, Justin)	Procurement Manager	60	\$ 176		LS	1	\$ 10,560	\$ 10,560	Draft and send purchase agreements.
LA.02.19	Regional Safety Manager (TBD)	Senior Construction Project Manager	-			MO	6	\$ -	\$ -	
LA.02.20	Scheduler (TBD)	Construction Professional 2	-			MO	6	\$ -	\$ -	
LA.02.21	Cost Engineer (TBD)	Construction Professional 2	-			MO	6	\$ -	\$ -	
LA.02.22	Document Controls (TBD)	Construction Professional 1	-			MO	6	\$ -	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
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TEMP LIVING AND TRAVEL

EX.01.01	Staff Relocation	EX			YES	EA	0	\$ 100	\$ -	
EX.01.02	TDA1	EX			YES	WK	0	\$ 100	\$ -	
EX.01.03	TDA2	EX			YES	WK	0	\$ 100	\$ -	
EX.01.04	Jobsite Travel	EX			YES	TRIP	0	\$ 100	\$ -	
EX.01.05	Factory Test Travel	EX			YES	TRIP	0	\$ 100	\$ -	
EX.01.06	Safety Travel	EX			YES	TRIP	0	\$ 100	\$ -	

CHARTERING / PARTNERING

EX.02.01	Chartering Expenses	EX			YES	LS	0	\$ 100	\$ -	
EX.02.02	Partnering Expenses	EX			YES	LS	0	\$ 100	\$ -	
EX.02.03	Teambuilding Expenses	EX			YES	LS	0	\$ 100	\$ -	

SAFETY

Safety Program

EX.03.01	Drug Tests	EX			YES	EA	0	\$ 10	\$ -	
EX.03.02	Safety Incentives	EX			YES	MO	0	\$	\$ -	Additional detail below.
	Subcontractor Awards	EX			YES	MO	0	\$ 100	\$ -	\$500 / MO minimum.
	Committee / Crew of the Month / Good	EX			YES	MO	0	\$ 100	\$ -	\$1,000 / MO, Lunches.
	Milestone Project Awards	EX			YES	MO	0	\$ 100	\$ -	\$7,500 / YR minimum.
	Craft Awards	EX			YES	EA	0	\$ 100	\$ -	Individual cash awards.



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Guaranteed Price Proposal 1, Major Process Equipment

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

**Detail Sheet 01
Design-Builder General Conditions Pricing**

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
EX.03.03	Safety Materials, Supplies, and Meeting	EX			YES	MO	0	\$		- Additional detail below.
	Project-wide Safety Meetings	EX			YES	MO	0	\$ 100	\$	- \$350 / MO minimum.
	Orientation Materials	EX			YES	MO	0	\$ 100	\$	- \$350 / MO minimum.
	Safety Certification / Credit Hours	EX			YES	EA	0	\$ 100	\$	- Safety Trained Supervisor.
	Project Award	EX			YES	EA	0	\$ 100	\$	-
	Milestone Safety Recognition	EX			YES	PEOPLE	0	\$ 100	\$	- Travel, catering, etc.
EX.03.04	Safety Equipment	EX			YES	MO	0	\$		- Additional detail.
	Safety Glasses	EX			YES	MO	0	\$ 100	\$	- \$10 / pair, replace (20) / MO.
	Gloves	EX			YES	MO	0	\$ 100	\$	- \$10 / pair, replace (20) / MO.
	Hardhats and Vests	EX			YES	MO	0	\$ 100	\$	- \$55 / vest, \$75 / MO, replace (4) / MO.
	Confined Space Entry Equipment	EX			YES	EA	0	\$ 100	\$	- Retrieval, monitors, etc.
	Fall Protection	EX			YES	EA	0	\$ 100	\$	- Harnesses, retractable.
	Cold Weather Gear	EX			YES	EA	0	\$ 100	\$	- Jackets, gloves, etc.
	Visitor Boots	EX			YES	EA	0	\$ 100	\$	- Sizes, walk-offs.
	Miscellaneous	EX			YES	MO	0	\$ 100	\$	- Ear protection, chip straps, etc.
EX.03.05	First Aid Consumables	EX			YES	MO	0	\$ 100	\$	- First aid kit monthly replacements.
PERMITS, LICENSES, FEES										
EX.04.01	See Tab 08 for permit costs									



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
JACOBS FIELD OFFICE ("JFO")			Start Date	End Date						
EX.05.01	JFO Parking Lot Site Work	EX			YES	MO	0	\$ 100	\$ -	
EX.05.02	JFO Mobilization	EX			YES	MO	0	\$ 100	\$ -	
EX.05.03	JFO Setup and TI	EX			YES	MO	0	\$ 100	\$ -	
EX.05.04	JFO Teardown	EX			YES	MO	0	\$ 100	\$ -	
EX.05.05	JFO Furniture	EX			YES	MO	0	\$ 100	\$ -	
EX.05.06	JFO Parking Lot Demolition and Restoration	EX			YES	MO	0	\$ 100	\$ -	
EX.05.07	JFO Property Rental	EX			YES	MO	0	\$ 100	\$ -	
EX.05.08	JFO Monthly Rental	EX			YES	MO	0	\$ 100	\$ -	
EX.05.09	JFO Kitchen Furnishings	EX			YES	MO	0	\$ 100	\$ -	
EX.05.10	JFO Janitorial	EX			YES	MO	0	\$ 100	\$ -	
EX.05.11	JFO Computer Network Setup	EX			YES	MO	0	\$ 100	\$ -	
EX.05.12	JFO Computer Network Admin	EX			YES	MO	0	\$ 100	\$ -	
EX.05.13	JFO Software / Licenses	EX			YES	MO	0	\$ 100	\$ -	
EX.05.14	JFO Printer / Copier	EX			YES	MO	0	\$ 100	\$ -	
EX.05.15	JFO Printing / Reproduction Supplies	EX			YES	MO	0	\$ 100	\$ -	
EX.05.16	JFO Postage / Courier	EX			YES	MO	0	\$ 100	\$ -	
EX.05.17	JFO Miscellaneous Supplies	EX			YES	MO	0	\$ 100	\$ -	
EX.05.18	JFO Additional	EX			YES	MO	0	\$ 100	\$ -	
OWNER FIELD OFFICE ("OFO")										



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
 Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
TEMPORARY UTILITIES										
			Start Date	End Date						
EX.06.01	Power - Installation	EX			YES	MO	0	\$ 100	\$ -	
EX.06.02	Power - Demolition	EX			YES	MO	0	\$ 100	\$ -	
EX.06.03	Power - Monthly Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.04	Power - Generator Rental	EX			YES	MO	0	\$ 100	\$ -	
EX.06.05	Power - Generator Fuel	EX			YES	MO	0	\$ 100	\$ -	
EX.06.06	Phone - Install	EX			YES	MO	0	\$ 100	\$ -	
EX.06.07	Phone - Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.08	Internet - Install	EX			YES	MO	0	\$ 100	\$ -	
EX.06.09	Internet - Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.10	Mobile Phones - Monthly	EX			YES	MO	0	\$ 100	\$ -	
EX.06.11	Water - Installation	EX			YES	MO	0	\$ 100	\$ -	
EX.06.12	Water - Demolition	EX			YES	MO	0	\$ 100	\$ -	
EX.06.13	Water - Metering	EX			YES	MO	0	\$ 100	\$ -	
EX.06.14	Water - Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.15	Water - Monthly Drinking	EX			YES	MO	0	\$ 100	\$ -	
EX.06.16	Water - Bottled	EX			YES	MO	0	\$ 100	\$ -	
EX.06.17	Sewer - Installation	EX			YES	MO	0	\$ 100	\$ -	
EX.06.18	Sewer - Monthly Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.19	Portable Toilets	EX			YES	MO	0	\$ 100	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
EX.06.20	Wash Stations - winter thoughts?	EX			YES	MO	0	\$ 100	\$ -	
EX.06.21	Dumpster - Consumption	EX			YES	MO	0	\$ 100	\$ -	
EX.06.22	Dumpster - Monthly Rental	EX			YES	MO	0	\$ 100	\$ -	
EX.06.23	Additional	EX			YES	MO	0	\$ 100	\$ -	

TEMPORARY FACILITIES

EX.07.01	Construction Parking / Laydown (Install, Mai	EX			YES	MO	0	\$ 100	\$ -	
EX.07.02	Temporary Roads and Ramps (Install, Maint	EX			YES	MO	0	\$ 100	\$ -	
EX.07.03	Temporary Fence	EX			YES	MO	0	\$ 100	\$ -	
EX.07.04	Temporary Gates	EX			YES	MO	0	\$ 100	\$ -	
EX.07.05	Barricades	EX			YES	MO	0	\$ 100	\$ -	
EX.07.06	Guard House - Setup and Demolition	EX			YES	MO	0	\$ 100	\$ -	
EX.07.07	Guard House - Staff	EX			YES	MO	0	\$ 100	\$ -	
EX.07.08	Guard House - Rental	EX			YES	MO	0	\$ 100	\$ -	
EX.07.09	Traffic Control - Equipment	EX			YES	MO	0	\$ 100	\$ -	
EX.07.10	SWPPP - Materials	EX			YES	MO	0	\$ 100	\$ -	
EX.07.11	Containers	EX			YES	MO	0	\$ 100	\$ -	
EX.07.12	Warehouse	EX			YES	MO	0	\$ 100	\$ -	
EX.07.13	Change / Locker Facilities	EX			YES	MO	0	\$ 100	\$ -	
EX.07.14	Additional	EX			YES	MO	0	\$ 100	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
EQUIPMENT, TOOLS, CONSUMABLES										
EX.08.01	Jacobs Vehicles - Lease	EX			YES	MO	0	\$ 100	\$ -	
EX.08.02	Jacobs Vehicles - Fuel	EX			YES	MO	0	\$ 100	\$ -	
EX.08.03	Jacobs Jobsite Trucks	EX			YES	MO	0	\$ 100	\$ -	
EX.08.04	Jacobs ATV	EX			YES	MO	0	\$ 100	\$ -	
EX.08.05	Jacobs Small Tools	EX			YES	MO	0	\$ 100	\$ -	
EX.08.06	Jacobs Radios	EX			YES	MO	0	\$ 100	\$ -	
EX.08.07	Project Signage	EX			YES	MO	0	\$ 100	\$ -	
SERVICES (NON-TAXABLE)										
EX.09.01	Security Services	EX			YES	MO	0	\$ 100	\$ -	
EX.09.02	Pipeline Video	EX			YES	MO	0	\$ 100	\$ -	
EX.09.03	Aerial / Drone Photos	EX			YES	MO	0	\$ 100	\$ -	
EX.09.04	Construction Photos	EX			YES	MO	0	\$ 100	\$ -	
EX.09.05	Multivista / Earthcam - Setup	EX			YES	MO	0	\$ 100	\$ -	
EX.09.06	Multivista / Earthcam - Monthly Service	EX			YES	MO	0	\$ 100	\$ -	
EX.09.07	Third Party Testing	EX			YES	MO	0	\$ 100	\$ -	
EX.09.08	LBE / DBE / MBE	EX			YES	MO	0	\$ 100	\$ -	
EX.09.09	Site Cleanup	EX			YES	MO	0	\$ 100	\$ -	
EX.09.10	Final Cleanup	EX			YES	MO	0	\$ 100	\$ -	
EX.09.11	Project Closeout	EX			YES	MO	0	\$ 100	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 01
Design-Builder General Conditions Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
EX.09.12	Traffic Control - Service	EX			YES	MO	0	\$ 100	\$ -	
EX.09.13	SWPPP - Service	EX			YES	MO	0	\$ 100	\$ -	
EX.09.14	Offsite Parking Bus Service	EX			YES	MO	0	\$ 100	\$ -	
EX.09.15	Additional	EX			YES	MO	0	\$ 100	\$ -	

BONDS, INSURANCE, TAXES

EX.10.01	Payment and Performance Bond									See Tab 08.
EX.10.02	Insurances (BR, GL)									See Tab 08.
EX.10.03	Sales Taxes									See Tab 08.
EX.10.04	SDI on GC Subcontractors	EX			YES	PCT	1.25%	\$ -	\$ -	

ESCALATION

EX.11.01	See Tab 10A.									
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CONTINGENCY

EX.12.01	See Tab 10.1.									
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SUBTOTAL, LABOR									\$ 21,320	
SUBTOTAL, MATERIALS (TAXABLE)									\$ -	
SUBTOTAL, SERVICES (NON-TAXABLE)									\$ -	
SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALATION, CONTINGENCY									\$ -	
TOTAL, DESIGN-BUILDERS GENERAL CONDITIONS									\$ 21,320	



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Guaranteed Price Proposal 1, Major Process Equipment

**Detail Sheet 03
 Engineering SDC Pricing**

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

PURPOSE OF THIS ESTIMATE

The Engineering Services During Construction ("SDC") estimate includes costs for Resident Engineer(s), engineering reviews of contractor's submittals and RFIs, as well as materials testing.

SCHEDULE SUMMARY FOR ESTIMATE

The estimate below is for GP1 work only (submittal review and design clarifications).

NOTES

Billing rates below are per the Prime Agreement (Exhibit I).

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
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LABOR, ONSITE PERSONNEL

LA.01.01	Resident Engineer (TBD)	Engineer 4	-	\$ 207		MO	6	\$ -	\$ -	
LA.01.02	Assistant Resident Engineer (TBD)	Engineer 3	-	\$ 166		MO	6	\$ -	\$ -	



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
Engineering SDC Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR, OFFSITE PERSONNEL										
LA.02.01	Engineering Management	Senior Project Manager 1	-	\$ 233		MO	6	\$ -	\$ -	
LA.03.01	Engineering	Engineer 3	210	\$ 166		MO	6	\$ 5,810	\$ 34,860	Further details for these hours are provided below / on following pages.
LA.03.01	Engineering	Engineer 4	68	\$ 207		MO	6	\$ 2,346	\$ 14,076	
LA.03.01	Engineering	Engineer 5	68	\$ 233		MO	6	\$ 2,641	\$ 15,844	
LA.04.01	Technician	Technician 3	-	\$ 124		MO	6	\$ -	\$ -	
LA.05.01	Office Support	Support 3	-	\$ 104		MO	6	\$ -	\$ -	
LA.06.01	Senior Review	Senior Engineer	16	\$ 259		MO	6	\$ 691	\$ 4,144	



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Guaranteed Price Proposal 1, Major Process Equipment

Detail Sheet 03
Engineering SDC Pricing

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
OFFSITE STAFF DETAIL										
Submittal Review			296		49	SBMTL	6			Submittal review for (3) major equipment packages
	Engineering	Engineer 3	168	\$ 166		SBMTL	6	\$ 4,648	\$ 27,888	
	Engineering	Engineer 4	56	\$ 207		SBMTL	6	\$ 1,932	\$ 11,592	
	Engineering	Engineer 5	56	\$ 233		SBMTL	6	\$ 2,175	\$ 13,048	
	Technician	Technician 3								
	Office Support	Support 3								
	Senior Review	Senior Engineer	16	\$ 259		SBMTL	6	\$ 691	\$ 4,144	
Modifications										
	Engineering	Engineer 3	-	\$ 166		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 124		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 104		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 259		MO	6	\$ -	\$ -	
RFI's and Clarifications			66		6	CLAR	12			Responses to vendor requests for information.
	Engineering	Engineer 3	42	\$ 166		CLAR	3	\$ 2,324	\$ 6,972	
	Engineering	Engineer 4	12	\$ 207		CLAR	3	\$ 828	\$ 2,484	
	Engineering	Engineer 5	12	\$ 233		CLAR	3	\$ 932	\$ 2,796	
	Technician	Technician 3								
	Office Support	Support 3								
	Senior Review	Senior Engineer								
Site Inspections										

Engineering	Engineer 3	-	\$	166	MO	6	\$	-	\$	-
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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
 Engineering SDC Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
Anchorage and Pipe Support Engineering										
	Engineering	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 120		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 100		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 250		MO	6	\$ -	\$ -	
O&M Manuals										
	Engineering	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 120		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 100		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 250		MO	6	\$ -	\$ -	
Operator Training and Support										
	Engineering	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 120		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 100		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 250		MO	6	\$ -	\$ -	
As-Built Drawings / Models										
	Engineering	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 120		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 100		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 250		MO	6	\$ -	\$ -	



Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
 Engineering SDC Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
Warranty										
	Engineering	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
	Technician	Technician 3	-	\$ 120		MO	6	\$ -	\$ -	
	Office Support	Support 3	-	\$ 100		MO	6	\$ -	\$ -	
	Senior Review	Senior Engineer	-	\$ 250		MO	6	\$ -	\$ -	





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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
Engineering SDC Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
------	----------------------------------	------------------------	-------------	--------------	---------	------	----------	-----------	------------	-------

TEMP LIVING AND TRAVEL

EX.01.01	Staff Relocation	EX			YES	EA	0	\$ 100	\$ -	
EX.01.01	TDA1	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	TDA2	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	Jobsite Travel	EX			YES	TRIP	0	\$ 100	\$ -	Will be included in GP2.

PERMITS, LICENSES, FEES

See Tab 08 for permit costs

EQUIPMENT, TOOLS, CONSUMABLES

All covered in 01 General Conditions

SERVICES (NON-TAXABLE)

	Project Management Information System	EX			YES	EA	0	\$ 100	\$ -	Will be included in GP2.
	Survey, Control, Verification	EX			YES	EA	0	\$ 100	\$ -	
	Testing and Inspections	EX			YES	EA	0	\$ 100	\$ -	
	Publishing	EX			YES	EA	0	\$ 100	\$ -	
		EX			YES	EA	0	\$ 100	\$ -	

BONDS, INSURANCE, TAXES

Payment and Performance Bond

See Tab 08.

Insurances (BR, GL)

See Tab 08.



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
Engineering SDC Pricing

Sales Taxes								See Tab 08.
SDI on GC Subcontractors	EX		YES	PCT	1.25%	\$	-	\$ -

ESCALATION

See Tab 10A.

CONTINGENCY

See Tab 10.1.

SUBTOTAL, LABOR								\$ 68,924
SUBTOTAL, EXPENSES / MATERIALS (TAXABLE)								\$ -
SUBTOTAL, SERVICES (NON-TAXABLE)								\$ -
SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALATION, CONTINGENCY								\$ -
TOTAL, DESIGN-BUILDERS ESDCs								\$ 68,924



Guaranteed Price Proposal 1, Major Process Equipment

Detail Sheet 04

Design-Builder Procurement Cost Summary

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

Line	Description	Total	DB Fee Applicability	Notes
A: PHASE 2 DIRECT COSTS		\$ 17,438,455	See Tab 11	
04	General	\$ 86,758	See Tab 11	See detail on Page 2.
	Process Equipment Temporary Storage and Maintenance			See Tab 05.
	Process Equipment Warranty Closeout	\$ 86,758	0.50%	Direct costs to suppliers during Warranty.
	Process Equipment Sales Taxes			See Tab 08.
	Process Equipment Escalation			See Tab 10A.
	Subcontractor Default Insurance (1.25%)	\$ -	1.25%	1.25% of construction subcontract costs.
	Subcontractor Sales Taxes			See Tab 08.
04	Facility 200: Lime Building	\$ 4,523,100	See Tab 11	Costs for Lime Equipment
04	Facility 310: Softening Clarifiers	\$ 8,182,142	See Tab 11	Costs for SCC Equipment
04	Facility 400: Ozone / Recarbonation Facility	\$ 4,646,455	See Tab 11	Costs for Ozone Equipment + Temporary CO2 Equipment.
B: INDIRECT COSTS				
C: DESIGN-BUILDER FEE				
D: PASS-THROUGH COSTS				



Guaranteed Price Proposal 1, Major Process Equipment

Detail Sheet 04

Design-Builder Procurement Cost Detail

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

Line	Description	Total	DB Fee Applicability	Notes
2202	Lime Treatment Equipment	\$4,523,100	See Tab 11	May be taxable, see Tab 08
2201	Softening Clarifier Equipment	\$8,182,142	See Tab 11	May be taxable, see Tab 08
2203	Ozone Equipment	\$4,255,205	See Tab 11	May be taxable, see Tab 08
3002	Temporary CO2 Equipment	\$391,250	See Tab 11	May be taxable, see Tab 08
				See Bid Form detail on Tab 10.1, see Bid Tabulations in Attachment 100a. All details in this workbook and in the attachments are referenced by the 4-digit Purchase Agreement number at left.
TOTAL, DESIGN-BUILDER PROCUREMENT		\$ 17,351,697	Taxable Amount	



**Guaranteed Price Proposal 1, Major Process
Equipment**

Detail Sheet 05

Construction Subcontract Cost Summary

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

Line	Description	Total	DB Fee Applicability	Notes
------	-------------	-------	-------------------------	-------

A: PHASE 2 DIRECT COSTS

\$ -

05 Construction Subcontracts

\$ -

See Tab 11 See detail on Page 2.

B: INDIRECT COSTS

C: DESIGN-BUILDER FEE

D: PASS-THROUGH COSTS



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**Guaranteed Price Proposal 1, Major Process
Equipment**
Detail Sheet 05
Construction Subcontract Cost Detail

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Line	Description	Total	DB Fee Applicability	Notes
------	-------------	-------	-------------------------	-------

No construction subcontracts for this package.

TOTAL, CONSTRUCTION SUBCONTRACTS	\$	-	See Tab 08 for Taxes
---	----	---	----------------------



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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

Guaranteed Price Proposal 1, Major Process Equipment

**Detail Sheet 06
 Commissioning and Startup Pricing**

PURPOSE OF THIS ESTIMATE

The Commissioning and Startup estimate includes costs for planning, onsite management of commissioning and startup, and Acceptance Testing for the project.

SCHEDULE SUMMARY FOR ESTIMATE

No commissioning and startup for this package.

NOTES

Billing rates below are per the Prime Agreement (Exhibit I).

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR										
LA.01.01	Commissioning Operations Manager (TBD)	Engineer 4	-	\$ 200		MO	6	\$ -	\$ -	
LA.01.02	Commissioning Project Manager (TBD)	Engineer 3	-	\$ 160		MO	6	\$ -	\$ -	
LA.01.03	Commissioning Technician (TBD)									



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 06
 Commissioning and Startup Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
------	-------------------------------------	---------------------------	-------------	--------------	---------	------	----------	-----------	------------	-------

LABOR DETAIL

TASK 1: Planning

TASK 2: Operator Training and Support

TASK 3: Field Testing

TASK 4: Process Startup & Acceptance Testing



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 06
Commissioning and Startup Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
------	----------------------------------	------------------------	-------------	--------------	---------	------	----------	-----------	------------	-------

TEMP LIVING AND TRAVEL

EX.01.01	Staff Relocation	EX			YES	EA	0	\$ 100	\$ -	
EX.01.01	TDA1	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	TDA2	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	Jobsite Travel	EX			YES	TRIP	0	\$ 100	\$ -	

PERMITS, LICENSES, FEES

See Tab 08 for permit costs

EQUIPMENT, TOOLS, CONSUMABLES

	Tools	EX			YES	LS	0	\$ 100	\$ -	
	Consumables	EX			YES	LS	0	\$ 100	\$ -	
	Equipment Rental	EX			YES	LS	0	\$ 100	\$ -	
	Startup Chemicals	EX			YES	LS	0	\$ 100	\$ -	
	Truck Allowance	EX			YES	LS	0	\$ 100	\$ -	

SERVICES (NON-TAXABLE)

	Third Party Laboratory Services	EX			YES	EA	0	\$ 100	\$ -	
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BONDS, INSURANCE, TAXES

Payment and Performance Bond

See Tab 08.

Insurances (BR, GL)

See Tab 08.



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 03
Engineering SDC Pricing

Sales Taxes								See Tab 08.
SDI on GC Subcontractors	EX		YES	PCT	1.25%	\$	-	\$ -

ESCALATION

See Tab 10A.

CONTINGENCY

See Tab 10.1.

SUBTOTAL, LABOR								\$ -
SUBTOTAL, EXPENSES / MATERIALS (TAXABLE)								\$ -
SUBTOTAL, SERVICES (NON-TAXABLE)								\$ -
SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALATION, CONTINGENCY								\$ -
TOTAL, DESIGN-BUILDER COMMISSIONING AND STARTUP								\$ -



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Guaranteed Price Proposal 1, Major Process Equipment

**Detail Sheet 07
 Instrumentation and Controls Pricing**

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

PURPOSE OF THIS ESTIMATE

The Instrumentation and Controls ("I&C") estimate includes costs for integration services, instruments, control panels, and testing / reporting. Please note the scope delineation details below for the Integration Subcontract.

SCHEDULE SUMMARY FOR ESTIMATE

No instrumentation and controls for this package.

NOTES

Billing rates below are per the Prime Agreement (Exhibit I).

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate		Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR										
LA.01.01	I&C Operations Manager (TBD)	Engineer 4	-			MO	6	\$ -	\$ -	
LA.01.02	I&C Project Manager (TBD)	Engineer 3	-			MO	6	\$ -	\$ -	
LA.01.03	I&C Technician (TBD)									



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St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Guaranteed Price Proposal 1, Major Process Equipment

Detail Sheet 07
 Instrumentation and Controls Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
LABOR DETAIL										
	TASK 1: Preconstruction									
	TASK 2: Project Management									
	TASK 3: Detailed Design									
	TASK 4: Procurement (SCADA)									
	TASK 5: Procurement (OT)									
	TASK 7: Programming (SCADA)									
	TASK 8: Programming (OT)									
	TASK 9: Construction									
	TASK 10: Factory Testing									
	TASK 11: Commissioning (SCADA)									
	TASK 12: Commissioning (OT)									
	TASK 13: Closeout									



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 07
Instrumentation and Controls Pricing

Line	Role (Individual) or Description	Billing Classification	Total Hours	Billing Rate	Taxable	Unit	Quantity	Unit Rate	Total Cost	Notes
------	----------------------------------	------------------------	-------------	--------------	---------	------	----------	-----------	------------	-------

I&C PROCUREMENT

					YES	LS	0	\$ 100	\$ -	
--	--	--	--	--	-----	----	---	--------	------	--

TEMP LIVING AND TRAVEL

EX.01.01	Staff Relocation	EX			YES	EA	0	\$ 100	\$ -	
EX.01.01	TDA1	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	TDA2	EX			YES	WK	0	\$ 100	\$ -	
EX.01.01	Jobsite Travel	EX			YES	TRIP	0	\$ 100	\$ -	

PERMITS, LICENSES, FEES

See Tab 08 for permit costs

EQUIPMENT, TOOLS, CONSUMABLES

	Tools	EX			YES	LS	0	\$ 100	\$ -	
	Consumables	EX			YES	LS	0	\$ 100	\$ -	
	Equipment Rental	EX			YES	LS	0	\$ 100	\$ -	
	Startup Chemicals	EX			YES	LS	0	\$ 100	\$ -	
	Truck Allowance	EX			YES	LS	0	\$ 100	\$ -	

SERVICES (NON-TAXABLE)

BONDS, INSURANCE, TAXES

Payment and Performance Bond

See Tab 08.



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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

Guaranteed Price Proposal 1, Major Process Equipment

**Detail Sheet 07
 Instrumentation and Controls Pricing**

Sales Taxes

See Tab 08.

SDI on GC Subcontractors	EX	YES	PCT	1.25%	\$	-	\$	-
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ESCALATION

See Tab 10A.

CONTINGENCY

See Tab 10.1.

SUBTOTAL, LABOR	\$	-
SUBTOTAL, EXPENSES / MATERIALS (TAXABLE)	\$	-
SUBTOTAL, SERVICES (NON-TAXABLE)	\$	-
SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALATION, CONTINGENCY	\$	-
TOTAL, DESIGN-BUILDER I&C	\$	-



Guaranteed Price Proposal 1, Major Process Equipment

Detail Sheet 8
 Pass-Through Costs Pricing

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Line	Description	Applicable Cost	%	Total Cost	Notes
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A: DIRECT COSTS \$ 17,528,699

01	DESIGN-BUILDER GENERAL CONDITIONS			\$ 21,320	
03	DESIGN-BUILDER ENGINEERING SDCs			\$ 68,924	
04	DESIGN-BUILDER PROCUREMENT			\$ 17,438,455	
05	CONSTRUCTION SUBCONTRACTS			\$ -	
06	DESIGN-BUILDER COMMISSIONING AND STARTUP			\$ -	
07	DESIGN-BUILDER INSTRUMENTATION AND CONTROLS			\$ -	

B: INDIRECT COSTS

09	ALLOWANCES			\$ 1,660,838	
10	DESIGN-BUILDER CONTINGENCY		9.500%	\$ 1,089,782	
10A	ESCALATION		9.500%	\$ -	

C: DESIGN-BUILDER FEE

11a	SELF-PERFORM FEE		8.900%	\$ 1,560,054	
11b	SUBCONTRACTED FEE		5.000%	\$ -	

D: PASS-THROUGH COSTS

08 DESIGN-BUILDER BONDS, INSURANCE, AND TAXES

Payment and Performance Bonds	\$ 22,239,688	0.50%	\$ 111,198	Billed / paid at actual surety invoice cost.
Insurances (BR, PS)	\$ 22,239,688	1.30%	\$ 289,116	Changes to 1.3%.
Sales Taxes	\$ 17,351,697	0.000%		Moved to Allowance.
General Conditions	\$ -	7.375%		
Engineering Services During Construction	\$ -	7.375%		
Design-Builder Procurement	\$ 17,351,697	7.375%		
Softening Clarifier Equipment	\$ 8,182,142	7.375%		
Lime Treatment Equipment	\$ 4,523,100	7.375%		
Ozone Equipment	\$ 4,255,205	7.375%		
Temporary CO2 Equipment	\$ 391,250	7.375%		
Construction Subcontracts	\$ -	7.375%		
Commissioning and Startup	\$ -	7.375%		
Instrumentation and Controls	\$ -	7.375%		
Permits	\$ -		\$ -	NOT USED
Total from Permit Matrix	\$ -	7.375%	\$ -	

TOTAL, BONDS, INSURANCE, TAXES			\$ 400,314	
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10B REWORK CONTINGENCY	\$ -		\$ -	
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TOTAL, REWORK CONTINGENCY	\$	-	\$	-
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Guaranteed Price Proposal 1, Major Process Equipment

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Detail Sheet 09
 Allowance and Alternates, Detail Pricing**

PURPOSE OF THIS ESTIMATE

The table below provides the detailed backup for each allowance included in Tab 08.

Line	Description	01: GCs	03: SDCs	04: DB Purchasing	05: Construction Subcontracts	06: CSU	07: I&C	08: Bonds and Insurance (1.6%)	08: Taxes (6%)	11: DB Fee (8.9% for LS)	TOTAL
01: General											
03: Design-Builder Services During Construction											
04: Design-Builder Procurement											
	Escalation Allowance for Lime Equipment			\$ 350,000						\$ 31,150	\$ 381,150
	See Tab 00 G for discussion on escalation approach.										
	All escalation for SCC and Ozone equipment is covered by Suez.										
05: 4101A: Structural Concrete (PCL)											
05: 4101B: Process Mechanical and Yard Pipe (Magney)											
06: Commissioning and Startup											
07: Instrumentation and Controls											



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Guaranteed Price Proposal 1, Major Process Equipment

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Detail Sheet 10.1
 Contingency Recommendation**

1.00 PROJECT INFORMATION

Project Name:	SPRWS McCarrons Water Treatment Plant Improvements Project
Client:	St. Paul Regional Water Services
Location:	St. Paul, Minnesota
Jacobs PN:	DBNIWW01
Estimate Reference:	GP1
Additional Notes:	This file is available live in Smartsheet. Please contact Kristian Benson at kristian.benson@jacobs.com for access.
Last Updated	12/28/21

2.00 CONTENTS

2.01	Table of Contents	1.00 - Project Information 2.00 - Contents 3.00 - Acronyms and Abbreviations 4.00 - Executive Summary 5.00 - Introduction 6.00 - Design Evolution 7.00 - Design Changes 8.00 - Estimate Uncertainty 9.00 - Risk Events 10.00 - Escalation 11.00 - Schedule Table 4.00.01 - Executive Summary, Contingency Recommendation
2.02	Tables	

Table 6.00.01 - Design Evolution and Design Change Through PDB Project Development

2.02 Appendices

Appendix A - Estimate Uncertainty Input Data (Attached at Left in Smartsheet, attached as a PDF in the static version of this document)
 Appendix B - Risk Event Input Data and Scoring (Attached at Left in Smartsheet, attached as a PDF in the static version of this document)
 Appendix C - Uncertainty and Risk Event Acumen Outputs (Attached at Left in Smartsheet, attached as a PDF in the static version of this document)

3.00 ACRONYMS

3.01	DC	Direct Cost
3.02	EAC	Estimate at Complete
3.03	EM	Engineering Manager
3.04	ETC	Estimate to Complete
3.05	GMP	Guaranteed Maximum Price
3.06	GP	Guaranteed Price
3.07	MGD	Million Gallons per Day
3.08	NPDES	National Pollutant Discharge Elimination System
3.09	NOA	Notice of Award
3.10	NTP	Notice to Proceed
3.11	PDB	Progressive Design Build
3.12	Phase 1	Phase 1 of the PDB project including engineering and design and piloting.
3.13	Phase 2	Phase 2 of the PDB project including all construction, commissioning, and handover.
3.14	PM	Design Build Project Manager
3.15	PXP	Project Execution Plan
3.16	Project	St. Paul Regional Water Services McCarron's Water Treatment Plant Improvements Project
3.17	Prime Agreement	Progressive Design Build Agreement between CH2MHill and SPRWS.
3.18	QA	Quality Assurance
3.19	QC	Quality Control
3.20	SCE	Subcontract Equivalent Cost. This is the expected bid price from a subcontractor performing this scope of work.
3.21	SPRWS or Client	St. Paul Regional Water Services
3.22	TM	Technical Memorandum

- 3.23 UPRR Union Pacific Railroad
- 3.24 VE Value Engineering
- 3.25 WTP Water Treatment Plant

4.00 EXECUTIVE SUMMARY

- 4.01 Overview Jacobs presents this Contingency Recommendation for the above referenced estimate. This recommendation is based on the Risk Management approach as detailed in the Project Execution Plan.
- 4.02 Summary of Contingency Recommendation The following table summarizes our Contingency Recommendation for the project at this milestone.

Component of Contingency Recommendation	Typical Range, Low	Typical Range, High	Recommended Percentage, GP1	Corresponding Value (\$)
Design Evolution	0.50%	2.00%	1.32%	\$ 231,241
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Design Changes	2.00%	2.00%	2.00%	\$ 350,574
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Estimate Uncertainty and Risk Event Impacts	2.00%	5.00%	2.39%	\$ 418,903
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Schedule			See Risk Register	See Risk Register
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
TOTALS	4.50%	9.00%	5.71%	\$ 1,000,718
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
IF / AS CONTINGENCY BECOMES COST OF WORK, DB FEE WILL BE ADDED AT 8.9% (LUMP SUM RATE, SELF-PERFORM)				\$ 89,064
TOTAL CONTINGENCY FOR FRONT PAGE				\$ 1,089,782
NOTES:				
Percentages are based on Phase 2 Cost of Work or Total Phase 2 Costs as noted above. Historical percentage data for Design Evolution and Design Changes is available generally as a percentage of Phase 2 Cost of Work.				

- 4.03 Notes on the Contingency Recommendation Design Evolution was calculated based on the detail given in Section 6.00 given the current state of the design (60%+/-) and the details associated with each facility.
- Design Changes was set at 2% of cost of work. This is the standard that Jacobs has used on all recent PDB projects and reflects an average change order rate for errors and omissions.
- Estimate Uncertainty was not utilized in this GP Contingency Recommendation.
- Risk Events was calculated based on the project Risk Register and conversations with the SPRWS. Please reference Appendix B for details on the Risk Register and Risk Analysis.
- 4.04 Next Steps Design is progressing from GP to 95% and then on to 100%. Starting immediately after submission of the GP, Scope Management will be implemented to control change through the finalization of the design. Contingency usage will be determined at the 95% and 100% milestones and any final adjustments to impacted parties will be issued after 100% design is complete. Design errors and omissions will be dealt with through the change order process after 100% design.

5.00 INTRODUCTION

- 5.01 Purpose of the Contingency Recommendation Contingency is fundamentally a buffer for the project schedule and budget against uncertainty (as it evolves through the project definition phase). Therefore, the purpose of the Contingency Recommendation Report is to record the assumptions and methods behind the contingency days and dollars recommended for inclusion in the GMP.
- 5.01.01 This Contingency Recommendation Report is part of Jacobs overall Risk Management Plan for the SPRWS McCarrons Water Treatment Plant Improvements Project. Generally, we are trying to accomplish:
- 5.01.02 COST CERTAINLY. Our goal is that there are no schedule or budgetary surprises during Phase 1. As such, the contingency (especially the Design Evolution) is used as a buffer in the earlier design stages to maintain budget consistency between design milestones.
- 5.01.03 COMPETITIVE PRICING. At the GMP, we all want accurate, competitive pricing. As such, our estimating staff is using competitive, market-based pricing to the greatest extent possible at all stages. The contingency is used to cover scope additions or pricing changes that evolve as the design does.
- 5.01.04 EARLY IDENTIFICATION OF RISK EVENTS. We are providing the project team more time and space to avoid or mitigate adverse impacts.
- 5.01.05 ENHANCED DECISION MAKING. We are providing the project team real-time estimates and project totals to aid in making the best decisions possible at every point in time.
- 5.01.06 PROVIDE CRITICAL PERFORMANCE AND HISTORICAL DATA. By tracking the various components of the contingency recommendation through time on this project and others, our historical data becomes more accurate and useful for this project and future projects.
- 5.01.07 This report was advanced and evolved throughout Phase 1 and is now culminating in a final recommendation for contingency for this GMP.

5.02 Structure of the Contingency Recommendation Report

The Contingency Recommendation is broken down into several components that are generated using different methods. Each of these methods is more pertinent or appropriate at different points in the design progression as discussed in the following paragraphs.

As you will read below, these components are structured so that they don't overlap. For example, risk events are sometimes modified or added on the Risk Register to fill a gap or remove an overlap in the contingency approach (those issues will be noted accordingly in the Risk Register).

5.02.01

The Contingency Recommendation consists of the following parts, discussed in detail in the following sections:

5.02.02

Design Evolution

Design Evolution is defined as the change in scope of the project as the design advances due to normal changes and elaboration of project detail.

Design Evolution is elastic and the PDB team has tremendous control over the magnitude, direction, and ultimately the final value of the scope changes.

Design Evolution does not predict the impacts of fundamental changes (geotechnical requirements, construction means and methods, modification of performance requirements).

Design Evolution shrinks from a large percentage of the cost of work at a low level of design to generally 0.5% of the cost of work by 60% design when a typical PDB GMP is proposed. Therefore, its primary purpose is cost certainty throughout Phase 1 design.

Design Evolution is best thought of as Cost of Work of scope of work - meaning it will likely become mostly Direct Cost of work (although some will become insurance costs or management costs related to adding that scope / Direct Cost).

5.02.03

Design Changes

Design Changes is defined as the change in scope of the project after the GMP is set.

The GMP is based on a very detailed design and written scopes of work. Therefore, Design Changes generally result from errors and omissions in the design, errors in bid packaging or the GP / GMP itself.

The value of Design Changes is set at 2% of the cost of work. Although this is much lower than a conventionally delivered project, 2% has proven to be a good mean value to use for PDB projects for changes that are added after the GMP is set.

5.02.04

Estimate Uncertainty

Estimate Uncertainty is defined as the predicted variance in the estimate. This variance is generated in quantities, unit costs, and reasonable anticipated work. This variance is not generated because of changes in scope.

This is not the same as Design Evolution. As an example, Estimate Uncertainty would cover the uncertainty and variation in the thickness of the concrete elements (slabs, walls, decks) that make up a typical Filter Basin. Design Evolution would cover the addition of another Filter Basin during design.

Jacobs includes reasonably anticipated work in the early stages of an estimate. For example, buried galleries usually (>75% of the time) need trench drains and washdown infrastructure and RAS pumps usually need seal water systems, whether shown in the design or not. Jacobs assumptions as they relate to reasonably anticipated work are well documented in the Basis of Estimate. Estimate Uncertainty covers the variance in the over- or under-estimated scope of that reasonably anticipated work. As a rule, if there is a probability of 50% or greater that a certain element will be required, it is included as reasonably anticipated work.

Monte Carlo Simulation. Estimate Uncertainty is a plus or minus percentage of the assumed value of the work. A Monte Carlo Simulation is run with (1,000) passes to create a distribution of potential outcomes. Jacobs generally uses the 75% confidence level to select a value for the Estimate Uncertainty contingency contribution.

5.02.05

Risk Event Impact Assessment

Risk Register. A risk register is created for the project at inception and updated as a live document throughout the design phase. At certain times during design, the Risk Register event probabilities and impacts are evaluated for use in the Contingency Recommendation Report.

Monte Carlo Simulation. Generally, at the 30%, 60%, and GMP milestones (with multiple versions of each if there are multiple design packages) the Risk Register probabilities and impact values are reviewed with the project team. Impact probabilities are reviewed and calibrated. Individual estimates, or estimate snippets, are prepared as needed to substantiate impact values. The updated Risk Register is exported to Deltek Acumen to perform the Monte Carlo simulation. Jacobs generally uses the 75% confidence level to select a value for the Risk Event Impact contingency contribution.

6.00 DESIGN EVOLUTION

6.01 Historical Ranges

The following table summarizes historical Design Evolution and Design Change rates from previous projects. This project evolved from 30% design to 60% design over the course of the P2P process.

Component of Contingency Recommendation	Typical Range, Low	Typical Range, High	Recommended Percentage, GP1	Calculated Value
Design Evolution	0.50%	2.00%	1.32%	\$ 231,241
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Design Changes	2.00%	2.00%	2.00%	\$ 350,574
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Estimate Uncertainty and Risk Event Impacts	2.00%	5.00%	2.39%	\$ 418,903
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
Schedule			See Risk Register	See Risk Register
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
TOTALS	4.50%	9.00%	5.71%	\$ 1,000,718
	(Of Phase 2 COW)	(Of Phase 2 COW)	(Of Phase 2 COW)	
IF / AS CONTINGENCY BECOMES COST OF WORK, DB FEE WILL BE ADDED AT 8.9% (LUMP SUM RATE, SELF-PERFORM)				\$ 89,064
TOTAL CONTINGENCY FOR FRONT PAGE				\$ 1,089,782
NOTES:				
Percentages are based on Phase 2 Cost of Work or Total Phase 2 Costs as noted above. Historical percentage data for Design Evolution and Design Changes is available generally as a percentage of Phase 2 Cost of Work.				

6.02 Calculating Design Evolution

The contingency recommendation for Design Evolution has been calculated below for each purchase order (6.04) and subcontract (6.05) agreements as well as for impacts on commissioning and startup (6.06) and instrumentation and controls (6.07), where applicable. Additional detail and discussion provided for individual items below.

6.03 Design-Builder Construction Services								\$ 90,244	\$ 902
Line	Schedule of Values	UNIT	QTY	UC	EXT	Projected DE	DE Cost	Notes	
01	Design-Builder General Conditions				\$ 21,320		\$ 213		
	SUBTOTAL, LABOR	LS	1	\$ 21,320	\$ 21,320	1.0%	\$213		
	SUBTOTAL, MATERIALS (TAXABLE)	LS	1	\$ 0	\$ -	1.0%	\$0		
	SUBTOTAL, SERVICES (NON-TAXABLE)	LS	1	\$ 0	\$ -	1.0%	\$0		
	SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALAT	LS	1	\$ 0	\$ -	1.0%	\$0		
03	Engineering Services During Construction				\$ 68,924		\$ 689		
	SUBTOTAL, LABOR	LS	1	\$ 68,924	\$ 68,924	1.0%	\$689		
	SUBTOTAL, EXPENSES / MATERIALS (TAXABLE)	LS	1	\$ -	\$ -	1.0%	\$0		
	SUBTOTAL, SERVICES (NON-TAXABLE)	LS	1	\$ -	\$ -	1.0%	\$0		
	SUBTOTAL, BONDS, INSURANCE, TAXES, ESCALAT	LS	1	\$ -	\$ -	1.0%	\$0		

6.04 Design-Builder Procurement								\$ 17,351,697	\$ 230,338
Line	Schedule of Values	UNIT	QTY	UC	EXT	Projected DE	DE Cost	Notes	
2201	Softening Clarifier Equipment				\$ 8,182,142		\$ 109,393		
	Cost Summary:								
	Equipment and Services Bid (Not Incl. Taxes)	LS	1	\$7,754,917	\$ 7,754,917	1.0%	\$77,549		
	Escalation adder	LS	1					Vendor has all escalation responsibility.	
	Walkway center platform size change	EA	4	\$27,038	\$ 108,150	10.0%	\$10,815	See sketches in Appendices.	
	Walkway observation wings							This was not selected by SPRWS.	
	Walkway knee braces and elevation change	EA	4	\$49,550	\$ 198,200	10.0%	\$19,820	See sketches in Appendices.	
	HDG for all structural components not SST or AI	LS	1	incl.				Vendor confirmed they have covered.	
	Warranty Coverage, (3) YR from Delivery	YEAR	3	\$40,292	\$ 120,875	1.0%	\$1,209	\$40K / YR per Suez's final email.	
	Warranty Coverage, (1) YR from SC	YEAR	-	\$40,000	\$ -	1.0%	\$0	Deleted the second year of warranty (\$40K).	
								Equipment Delivery Date: September 2023	
	Open Issues:							Substantial Completion Date: July 2025	
	Please note that walkway width is 4 FT.							End of Warranty Date: July 2027	
								Base warranty: (1) YR from SC	
	Contingency Summary:							Extended warranty: (2) YR from SC	
	Design Evolution: Drawings 30%, Specifications are 60%				1.34%			Design development GP -> 100% design	
	Design Changes (Ref.):				2.00%			Post 100% design (in construction)	

Risk Issues (Acumen Output):		\$ 166,858	2.04%	See Risk Register:	Major Risks / Opportunities: Critical delivery dates.		
2202	Lime Treatment Equipment			\$ 4,523,100		\$ 54,951	
Cost Summary:							
	Equipment and Services Bid (Not Incl. Taxes)	LS	1	\$4,324,300	\$ 4,324,300	1.0%	\$43,243
	Unloading Blower	EA	-	\$28,000	\$ -	1.0%	\$0 See Note 1.
	Rotork IQ series Actuators for Dosing Points	EA	8	\$4,500	\$ 36,000	10.0%	\$3,600 See Note 3.
	Slurry Pump Discharge 3" Isolation Plug Valves	EA	4	\$8,500	\$ 34,000	10.0%	\$3,400 See Note 4.
	Slurry Pump Suction 4" Isolation Plug Valves an	EA	4	\$9,500	\$ 38,000	10.0%	\$3,800 See Note 4.
	Spare Parts, per Specification, Mechanical	LS	1	\$38,000	\$ 38,000	1.0%	\$380 RDP's spares per Specifications.
	Spare Parts per Specification, Electrical	LS	1	\$4,800	\$ 4,800	1.0%	\$48 RDP's spares per Specifications.
	Alternate Motors	LS	1				SEW Eurodrive are acceptable.
	AIS Compliance for Valves and Tanks	LS	1				DeZURIK, Bray, minimum of 20% increase,
	Storage for Early Delivery	MO	15				Bonded warehouse, see Escalation.
	Blast and Recoat Tanks at Installation	LS	1				Not included, see Escalation and Allowances.
	Abrasion Resistant Elbows Assemblies	EA	4	\$12,000	\$ 48,000	1.0%	\$480 Miscellaneous changes per 12/14 email.
	Warranty Coverage, Additional Year	YEAR	-	\$50,000	\$ -	1.0%	\$0 Deleted the second year of warranty (\$50K).
Open Issues / Notes:							
							Equipment Delivery Date: January 2024
							Substantial Completion Date: July 2025
1	Unloading blower NOT included.						End of Warranty Date: July 2027
2	pH Mode programming capability specified per client request, RDP notes it is problematic to implement. Jacobs will lead that design and per typical controls, will send RDP a dose demand signal based on SCC pH for them to modify their feed rate and batch rate accordingly.						Base warranty: (1) YR from SC Extended warranty: (2) YR from SC
3	Ability to provide Rotork IQ series actuators with specified status signals, to meet SPRWS standards and specified capabilities.						
4	2-way V405 plug isolation valves, (1 SUCTION + 1 DISCHARGE FOR EACH PUMP) with pneumatic actuators (RDP TO PROVIDE AND INTEGRATE)						
Contingency Summary:							
	Design Evolution: Drawings 30%, Specifications are 60%		1.21%	Design development GP -> 100% design			
	Design Changes (Ref.):		2.00%	Post 100% design (in construction)			
	Risk Issues (Acumen Output):	\$ 35,900	0.79%	See Risk Register:	Major Risks / Opportunities: Delivery date, commissioning LOE.		

2203	Ozone Equipment				\$ 4,255,205		\$ 42,552	
Cost Summary:								
	Equipment and Services Bid (Not Incl. Taxes)	LS	1	\$4,044,680	\$ 4,044,680	1.0%	\$40,447	
	Cooling Water System Adjustment	SYS	2	\$35,275	\$ 70,550	1.0%	\$706	
	Additional System Compressed Air	LS	1	\$1,350	\$ 1,350	1.0%	\$14	
	Recommended Spare Parts	LS	1	\$7,195	\$ 7,195	1.0%	\$72	
	Warning Lights and Horns	LS	1	\$35,000	\$ 35,000	1.0%	\$350	See Note 3.
	Additional DO Analyzers	EA	2	\$5,155	\$ 10,310	1.0%	\$103	Added per Erinn / vendors conversations.
	Warranty Coverage, Additional Year	YEAR	1	\$86,120	\$ 86,120	1.0%	\$861	
	Warranty Coverage, Additional Year, (2) SC	YEAR	-	\$40,000	\$ -	1.0%	\$0	Deleted the second year of warranty (\$40K).
Equipment Delivery Date: July 2023								
Open Issues:								
Substantial Completion Date: July 2025								
1	Cooling water system - adder or deduct.							End of Warranty Date: July 2027
2	Diffusers - adder or deduct							Base warranty: (1) YR from SC
3	Suez did not include the warning lights and horns for the ambient oxygen and ozone analyzers. This will add hardware and additional panel wiring.							Extended warranty: (2) YR from SC
Contingency Summary:								
	Design Evolution: Drawings 30%, Specifications are 60%				1.00%	Design development GP -> 100% design		
	Design Changes (Ref.):				2.00%	Post 100% design (in construction)		
	Risk Issues (Acumen Output):	\$ 79,295			1.86%	See Risk Register:	Major Risks / Opportunities: Delivery date, diffuser scope of work, programming, instruments.	
3002	Temporary CO2 Equipment				\$ 391,250		\$ 23,443	
Cost Summary:								
	Mobilization, Demobilization, Shipping	LS	1	\$77,600	\$ 77,600	10.0%	\$7,760	Additional mobilization costs not understood.
	Monthly Rental	MO	41	\$7,650	\$ 313,650	5.0%	\$15,683	See Note 3.
Open Issues:								
1	SPRWS OK with only a single tank - no redundancy.							
2	Chart backup quote - not available until summertime, (14) ton only available.							
3	Rental period per latest CPM update will be April 1, 2022 through the completion of the Acceptance Test for the new plant (September 1, 2025).							
Contingency Summary:								
	Design Evolution: Drawings 30%, Specifications are 60%				5.99%	Design development GP -> 100% design		
	Design Changes (Ref.):				2.00%	Post 100% design (in construction)		
	Risk Issues (Acumen Output):	\$ 146,350			37.41%	See Risk Register:	Major Risks / Opportunities: Delivery of Equipment, delivery of instruments.	

6.05 Construction Subcontracts \$ -

Subcontract 4xxx, Magney Construction, Enabling Work

Bid Items	Schedule of Values	UNIT	QTY	UC	EXT	Projected DE	DE Cost	Notes
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NOT USED

SUBTOTALS						\$0	\$0	
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VE Opportunities

- 1 _____
- 2 _____

Notes

- 1 _____
- 2 _____

6.06 Commissioning and Startup \$ -

06: Commissioning and Startup

Bid Items	Schedule of Values	UNIT	QTY	UC	EXT	Projected DE	DE Cost	Notes
-----------	--------------------	------	-----	----	-----	--------------	---------	-------

6.07 Instrumentation and Controls \$ -

07: Instrumentation and Controls

Bid Items	Schedule of Values	UNIT	QTY	UC	EXT	Projected DE	DE Cost	Notes
-----------	--------------------	------	-----	----	-----	--------------	---------	-------

7.00 DESIGN CHANGES

- 7.01 Historical Ranges See Section 6.00. This project will be well served using this standard percentage.
- 7.02 Contingency Recommendation **Contingency Recommendation:**
This estimate is approximately at the 30% Drawings / 60% Specifications design level. Jacobs recommends 2% for the Design Changes line item in the project contingency.

8.00 ESTIMATE UNCERTAINTY

- 8.01 Introduction Uncertainty in the estimated quantities and productivity rates of the work exists at all points during design development. Uncertainty at the 50% design level is higher than at a typical GMP.
- 8.02 Methodology To account for this uncertainty, Jacobs has assigned + / - percentage ranges for each line in the estimate. As this is an estimate based on 50% design, the estimate lines are summarized at a moderately detailed level. The detail of which line received which percentages is available in Appendix A. After assigning these values and running a Monte Carlo simulation of (1,000) passes, we reviewed the output for errors. The output value is discussed in 8.04 below.
- 8.03 Key Drivers The following is a list of the top (5) Estimate Uncertainty drivers and a brief explanation of each.
- 8.04 Contingency Recommendation **Contingency Recommendation**
N / A. Estimate Uncertainty is not applicable at this point on this project.

9.00 RISK EVENTS

- 9.01 Introduction Risk Events (either discrete events or continuous impacts across the project) can negatively impact the project budget. The intent of the Prime Contract is for the Design-Builder to accept certain types of risk and manage them with an appropriate contingency. Therefore the purpose of the Risk Event portion of the contingency is to create a bucket of dollars that can be used to respond to the actual impacts that the project experiences, whether anticipated or not.
- 9.02 Methodology To account for these Risk Events, Jacobs has defined each risk, assigned a probability of impact to that event, and assigned a monetary value to that impact. The assumptions surrounding each impact are included in the description of the risk in the Risk Register. Subcontractors and suppliers were included in development of the GMP Risk Register and in the definition of parameters for the Risk Analysis. Link to Project Risk Register is included live in Smartsheet. A PDF copy of the Risk Register is included in the static version of the GMP. Appendix B includes the output from Deltek Acumen scoring each Risk Event that is detailed in the Risk Register. Appendix C includes the model outputs for both Estimate Uncertainty and Risk Events.
- 9.03 Key Drivers The following is a list of the top (5) Risk Event drivers for the project at the GMP:

- 9.03.01 Lime Equipment Delivery Date, Liquidated Damages Mismatch,
- 9.03.02 Temporary CO2 Delivery Date.
- 9.03.03 SCC Delivery Date.
- 9.03.04 SCC Embed and Anchor Delivery Dates.
- 9.03.05 Additional Spare Parts, PE Vendors.

9.04 Contingency Recommendation

Contingency Recommendation

This estimate is approximately at the 30% Drawings / 60% Specifications design level. A full Risk Register and Acumen analysis was completed for this GP. Please Risk Inputs and Outputs on the following (2) tabs for details.

10.00 ESCALATION

- 10.01 Introduction See Tab 10A for escalation details.

11.00 SCHEDULE

- 11.01 Introduction See the Risk Register for schedule risks as they pertain to this project.



**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Detail Sheet 10.3
 Risk Model Inputs**

Risk					Current			
Enabled	Absolute Mapping	ID	Type	Name	Probability	Schedule	Cost	Score
Yes	No	001-04-000-01	Threat	Emerging COVID19 Impacts, Schedule	Ultra Low<=5%	Negligible	\$600K-800K	6
Yes	No	001-04-000-02	Threat	Emerging COVID19 Impacts, Budget	Ultra Low<=5%	Negligible	\$50K-\$100K	2
Yes	No	001-04-000-03	Threat	Design Evolution Beyond Assumptions	10% Very Low	Negligible	Ultra Low	3
Yes	No	001-04-000-04	Threat	Design Changes Beyond Assumptions	10% Very Low	Negligible	Ultra Low	3
Yes	No	001-04-000-05	Threat	Additional Spare Parts, PE Vendors	20% Low	Negligible	\$50K-\$100K	8
Yes	No	2201-000-01	Threat	SCC Delivery Date	20% Low	Negligible	\$100K-\$250K	12
Yes	No	2201-000-02	Threat	SCC Embed and Anchor Delivery Dates	10% Very Low	Negligible	\$100K-\$250K	9
Yes	No	2202-000-01	Threat	Lime Equipment Delivery Date, Liquidated Damages Mismatch	10% Very Low	Negligible	\$600K-800K	18
Yes	No	2202-000-03	Threat	Lime Equipment, Commissioning and Startup Testing LOE	20% Low	Negligible	Ultra Low	4
Yes	No	2203-000-01	Threat	Ozone Equipment Delivery Date	10% Very Low	Negligible	\$50K-\$100K	6
Yes	No	2203-000-04	Threat	Ozone System - Additional I&C and Programming Work	10% Very Low	Negligible	\$50K-\$100K	6
Yes	No	2203-000-05	Threat	Ozone System - Cermet Instruments	10% Very Low	Negligible	\$50K-\$100K	6
Yes	No	2204-000-01	Threat	Temporary CO2 Delivery Date	30% Medium	Negligible	\$100K-\$250K	15
Yes	No	2204-000-02	Threat	Instruments for Temporary CO2 System Delivery Date	30% Medium	Negligible	Ultra Low	5



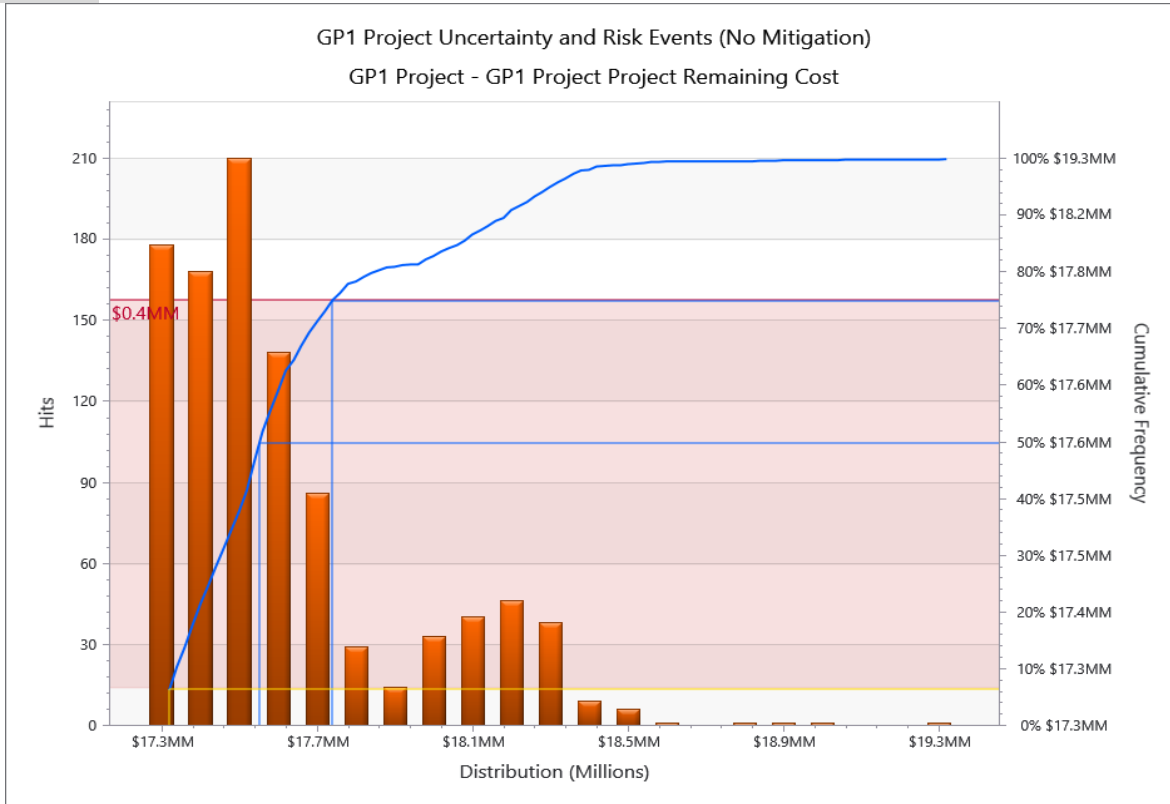
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St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Guaranteed Price Proposal 1, Major Process
 Equipment

Detail Sheet 10.3
 Risk Model Outputs



SPRWS - GP1 (Entire Project)
 12/16/2021

Description	Compared to Estimate Cost		
	Value	Delta \$	% Change
Estimate Costs	\$ 17,351,697	\$ -	0.00%
P-50	\$ 17,590,600	\$ 238,903	1.38%
P-60	\$ 17,630,600	\$ 278,903	1.61%
P-70	\$ 17,710,600	\$ 358,903	2.07%
P-75	\$ 17,770,600	\$ 418,903	2.41%
P-80	\$ 17,870,600	\$ 518,903	2.99%
P-90	\$ 18,210,600	\$ 858,903	4.95%
Suggest Contingency	P-75	(Change the number only here)	
Risk Consideration		\$ 418,903	2.42%

P-75 Distribution shows there is a 75 % chance of completing the project under 17,770,600



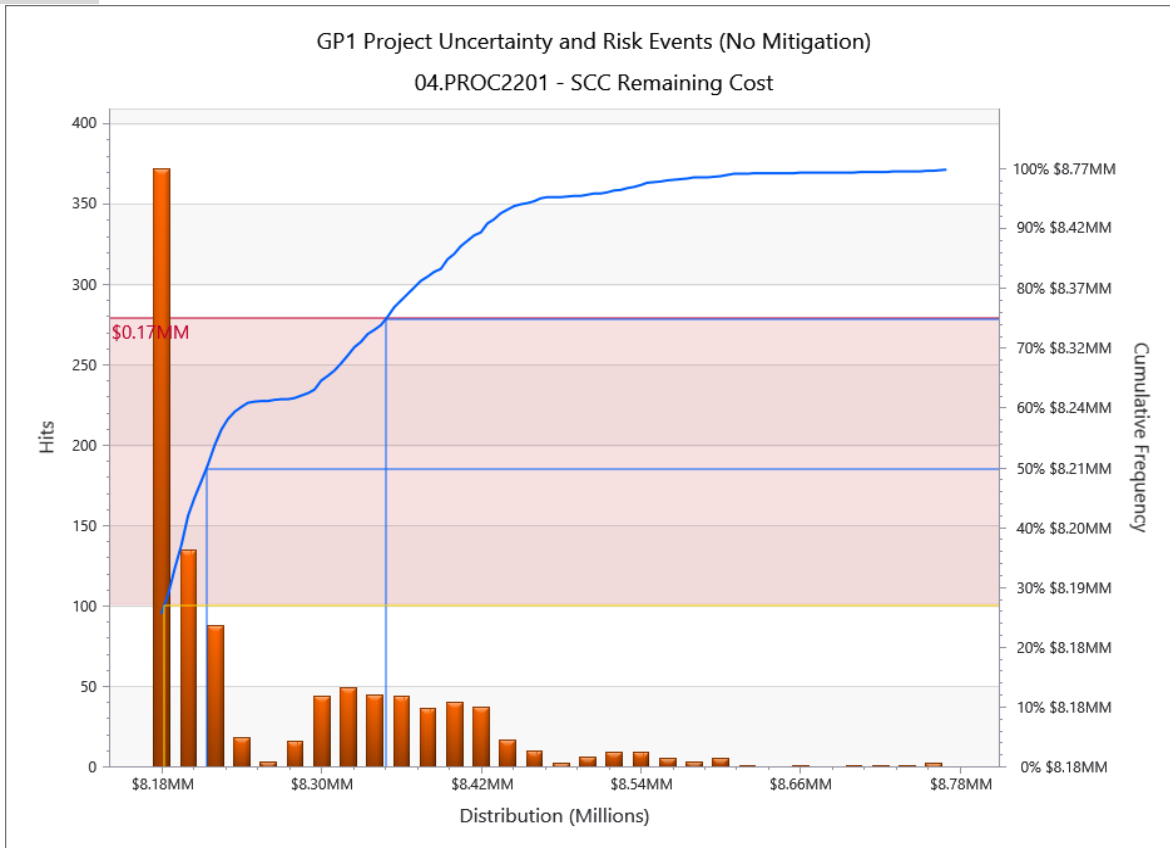
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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Guaranteed Price Proposal 1, Major Process
 Equipment**

**Detail Sheet 10.3
 Risk Model Outputs**



**SPRWS - GP1 (Softening Clarifiers Only)
 12/16/2021**

Compared to Estimate Cost			
Description	Value	Delta \$	% Change
Estimate Costs	\$ 8,182,142	\$ -	0.00%
P-50	\$ 8,214,000	\$ 31,858	0.39%
P-60	\$ 8,238,000	\$ 55,858	0.68%
P-70	\$ 8,324,000	\$ 141,858	1.73%
P-75	\$ 8,349,000	\$ 166,858	2.04%
P-80	\$ 8,369,000	\$ 186,858	2.28%
P-90	\$ 8,422,000	\$ 239,858	2.93%
Suggest Contingency	P-75	(Change the number only here)	
Risk Consideration		\$ 166,858	2.04%

P-75 Distribution shows there is a 75 % chance of completing the project under 8,349,000



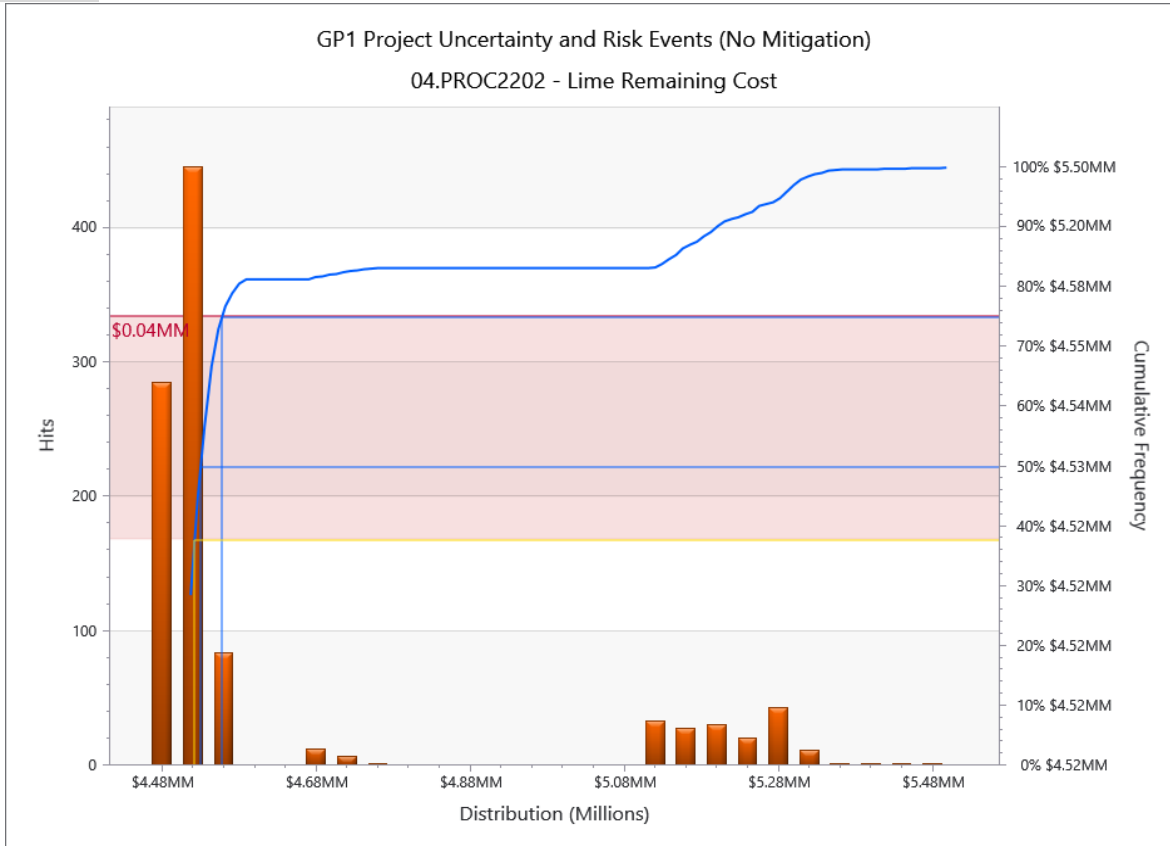
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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Guaranteed Price Proposal 1, Major Process
 Equipment**

**Detail Sheet 10.3
 Risk Model Outputs**



**SPRWS - GP1 (Lime Equipment Only)
 12/16/2021**

Compared to Estimate Cost			
Description	Value	Delta \$	% Change
Estimate Costs	\$ 4,523,100	\$ -	0.00%
P-50	\$ 4,531,000	\$ 7,900	0.17%
P-60	\$ 4,539,000	\$ 15,900	0.35%
P-70	\$ 4,550,000	\$ 26,900	0.59%
P-75	\$ 4,559,000	\$ 35,900	0.79%
P-80	\$ 4,578,000	\$ 54,900	1.21%
P-90	\$ 5,200,000	\$ 676,900	14.97%
Suggest Contingency	P-75	(Change the number only here)	
Risk Consideration		\$ 35,900	0.79%

P-75 Distribution shows there is a 75 % chance of completing the project under 4,559,000



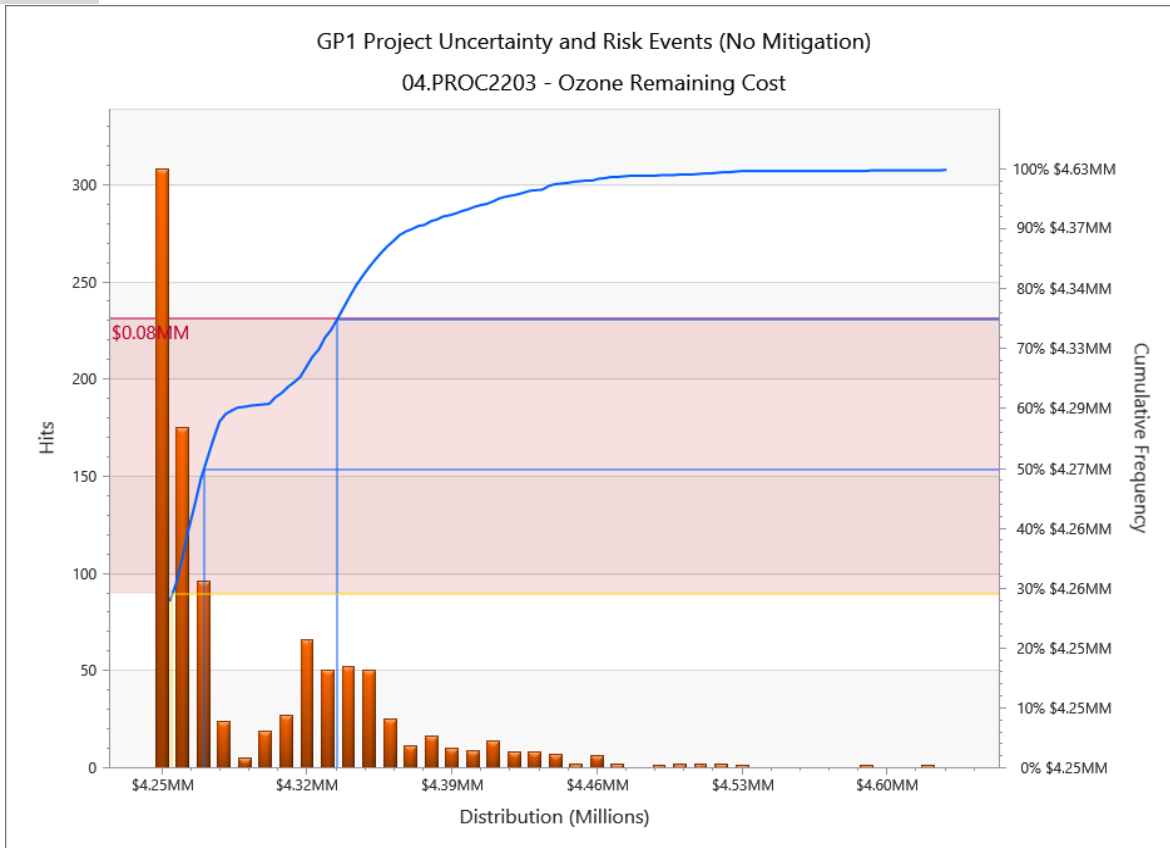
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St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Guaranteed Price Proposal 1, Major Process
 Equipment

Detail Sheet 10.3
 Risk Model Outputs



SPRWS - GP1 (Ozone Equipment Only)
 12/16/2021

Compared to Estimate Cost			
Description	Value	Delta \$	% Change
Estimate Costs	\$ 4,255,205	\$ -	0.00%
P-50	\$ 4,271,000	\$ 15,795	0.37%
P-60	\$ 4,285,000	\$ 29,795	0.70%
P-70	\$ 4,326,000	\$ 70,795	1.66%
P-75	\$ 4,335,000	\$ 79,795	1.88%
P-80	\$ 4,343,000	\$ 87,795	2.06%
P-90	\$ 4,370,000	\$ 114,795	2.70%
Suggest Contingency	P-75	(Change the number only here)	
Risk Consideration		\$ 79,795	1.88%

P-75 Distribution shows there is a 75 % chance of completing the project under 4,335,000



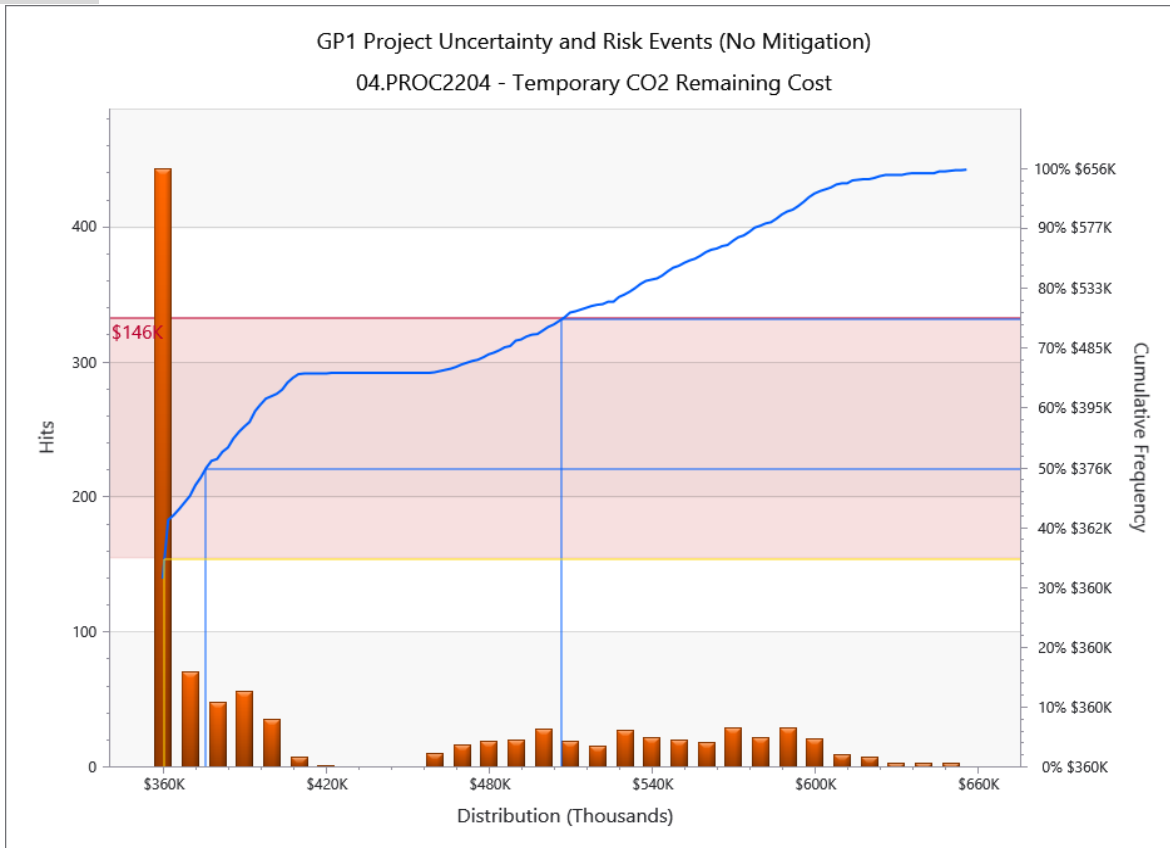
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**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**Guaranteed Price Proposal 1, Major Process
 Equipment**

**Detail Sheet 10.3
 Risk Model Outputs**



**SPRWS - GP1 (Temporary CO2 Equipment Only)
 12/16/2021**

Compared to Estimate Cost			
Description	Value	Delta \$	% Change
Estimate Costs	\$ 391,250	\$ -	0.00%
P-50	\$ 406,600	\$ 15,350	3.92%
P-60	\$ 425,600	\$ 34,350	8.78%
P-70	\$ 515,600	\$ 124,350	31.78%
P-75	\$ 537,600	\$ 146,350	37.41%
P-80	\$ 563,600	\$ 172,350	44.05%
P-90	\$ 607,600	\$ 216,350	55.30%
Suggest Contingency	P-75	(Change the number only here)	
Risk Consideration		\$ 146,350	37.41%

P-75 Distribution shows there is a % chance of completing the project under 537,600



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Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

Detail Sheet 10A
Escalation Pricing

WBS	Description	Bid Date	Escalation Key Date (1)	Index Utilized	Bid Date Index Value	Escalation Key Date Index Value	Predicted Percent Change	Direct Cost in Estimate	Predicted Escalation Cost	Escalation Notes
01	DESIGN-BUILDER GENERAL CONDITIONS							\$	-	
	LABOR EXPENSES									
03	DESIGN-BUILDER SERVICES DURING CONSTRUCTION									
04	DESIGN-BUILDER PROCUREMENT							\$	-	
	LABOR									
	CONSTRUCTION EQUIPMENT									
	PERMANENT MATERIALS							\$ 16,960,447	\$ -	
	200: Lime Equipment							\$4,523,100		
	30% of DC (Stainless Steel)	12/16/21	07/01/23	St. Louis Fed Index of Metals	141.00	169.20	20.00%	\$1,356,930	Covered in Allowance.	https://fred.stlouisfed.org/series/WPU101
	30% of DC (Equipment)	12/16/21	07/01/23	St. Louis Fed Manufacturers	225.00	226.00	0.44%	\$1,356,930		https://fred.stlouisfed.org/series/PCUOMF
	40% of DC (Labor GCs)	12/16/21	07/01/23	St. Louis Fed Consumer Pric	2.76	2.86	3.62%	\$1,809,240		https://fred.stlouisfed.org/series/CPIAUCS
	310: Softening Clarifier Equipment							\$8,182,142		Covered by Vendor
	Stainless Steel Clarifiers	12/16/21	08/01/22	IHS Spot Price, Cold Rolled s	3,513.00	3,800.00	8.17%	\$1,070,080		608,000 LB of stainless steel.
	Suez is willing to accept Escalation on this package as a package discount for both Purchase Agreements.							\$7,112,062		
	400: Ozone Equipment							\$4,255,205		Covered by Vendor
	Suez / Ozone has all risk on Escalation.							\$4,255,205		
	CONSTRUCTION MATERIALS									
	SUBCONTRACTORS									
	OTHER (EXPENSES, TRAVEL)									

05	CONSTRUCTION SUBCONTRACTS	\$	-
	4101A: Structural Concrete (PCL)	\$	-
	LABOR		
	CONSTRUCTION EQUIPMENT		
	PERMANENT MATERIALS		
	CONSTRUCTION MATERIALS		
	SUBCONTRACTORS		
	OTHER (EXPENSES, TRAVEL)		
	4101B: Process Mechanical and Yard Piping	\$	-
	LABOR		
	CONSTRUCTION EQUIPMENT		
	PERMANENT MATERIALS		
	CONSTRUCTION MATERIALS		
	SUBCONTRACTORS		
	OTHER (EXPENSES, TRAVEL)		
06	COMMISSIONING AND STARTUP	\$	-
	LABOR		
	CONSTRUCTION EQUIPMENT		
	PERMANENT MATERIALS		
	CONSTRUCTION MATERIALS		
	SUBCONTRACTORS		
	OTHER (EXPENSES, TRAVEL)		
07	INSTRUMENTATION AND CONTROLS	\$	-
	LABOR		
	CONSTRUCTION EQUIPMENT		
	PERMANENT MATERIALS		
	CONSTRUCTION MATERIALS		
	SUBCONTRACTORS		
	OTHER (EXPENSES, TRAVEL)		
	TOTAL ESCALATION COSTS	\$	-
	IF / AS CONTINGENCY BECOMES COST OF WORK, DB FEE WILL BE ADDED AT 8.9% (LUMP SUM RATE, SELF-PERFORM)	\$	-
	TOTAL ESCALATION COST FOR FRONT PAGE	\$	-

NOTES

- 1 The Escalation Key Date is the date used to pick the future index value to calculate the percent increase or decrease from today's index value. For example, if today's index value is 100, and the Escalation Key Date index value is 101, then IHS is predicting that the price of everything covered by that index will increase by 1% in the time period between today and that future date.
- 2 The Escalation Key Date is selected using the following methodology:
 - a. What time of escalation are we trying to account for? If we are buying something, escalation of the corresponding cost will be to a certain point in time. If we are escalating labor, for example, then it is best to use the midpoint of a range (if the escalation is linear).
 - b. When is Notice to Proceed granted to the Design-Builder? This date determines when the Design-Builder can then issue contracts to all subcontractors and suppliers.
 - c. When does the procurement window start and end? This window determines the date that a subcontractor or supplier will need to account for when providing final pricing.
 - d. When is the material, equipment, etc. employed onsite? This window determines the date that could be used as a midpoint for escalation. It is important to look at the predicted indices across the whole escalation window to see if the midpoint is the appropriate approach. For example, if the escalation curves sharply up or sharply down over the course of the window, a midpoint may be an over or under estimate of the prediction.



Guaranteed Price Proposal 1, Major Process Equipment

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

Detail Sheet 11
 Design-Builder Fee Calculation

Line	Description	Fee %	Applicable Cost	Fee Amount	Notes
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A: PHASE 2 DIRECT COSTS

B: INDIRECT COSTS

C: DESIGN-BUILDER FEE

11a	Costs Subject to Self-Perform Fee	8.90%	\$ 17,528,699	\$ 1,560,054	
01	Design-Builder General Conditions	8.90%	\$ 21,320	\$ 1,897	
03	Engineering Services During Construction	8.90%	\$ 68,924	\$ 6,134	
04	Design-Builder Procurement	8.90%	\$ 17,438,455	\$ 1,552,023	
05	PCL Construction Work	9.50%	\$ -	\$ -	
05	Magney Construction Work	9.50%	\$ -	\$ -	
06	Commissioning and Startup	9.50%	\$ -	\$ -	
07	Instrumentation and Controls	9.50%	\$ -	\$ -	
11b	Costs Subject to Subcontracted Fee	5.00%			
05	All Other Construction Subcontracts	5.00%		\$ -	
05	Prestressed Tanks Subcontractor	5.00%		\$ -	
05	Electrical Subcontractor	5.00%		\$ -	
05	Precast Building Subcontractor	5.00%		\$ -	
05	Metals Subcontractor	5.00%		\$ -	
05	Roofing Subcontractor	5.00%		\$ -	
05	Door Subcontractor	5.00%		\$ -	
05	Window Subcontractor	5.00%		\$ -	
05	Painting Subcontractor	5.00%		\$ -	
05	Fire, Plumbing, HVAC Subcontractor	5.00%		\$ -	
05	Laboratory / Office Subcontractor	5.00%		\$ -	
05	Fire, Plumbing, HVAC Subcontractor	5.00%		\$ -	
05	Laboratory / Office Subcontractor	5.00%		\$ -	
05	Site Management Subcontractor	5.00%		\$ -	
05	Integration Subcontractor	5.00%		\$ -	
05	Miscellaneous Subcontractors	5.00%		\$ -	

D: PASS-THROUGH COSTS

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

GUARANTEED PRICE PROPOSAL 1: MAJOR PROCESS EQUIPMENT

APPENDICES

December 16, 2021

APPENDICES

- 100 A PROCUREMENT BID DETAIL**
- 100 B SUBCONTRACT BID DETAIL**
- 100 C PARTNER SUBCONTRACT PRICING**
- 100 D JACOBS DETAILED ESTIMATES**
- 100 E SCOPE BASELINE DOCUMENTS**
- 100 F PROJECT SCHEDULE**



Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113

CH2M HILL
1295 Northland Drive
Suite 200
Mendota Heights, MN 55120
Saint Paul Regional Water Services—McCarron 3 Water Treatment Plant Improvements
Index of Reference Documents

Board of Water Commissioners
of the City of Saint Paul:
This Agreement has been duly executed by the
Board of Water Commissioners of the City of Saint Paul via
electronic approval

Contractor:

Signature

Printed Name

Title

Date



Greg Fischer

Vice President

1.28.2022

Exhibit L2: Second Early Work Package

McCarron's Water Treatment Plant Improvements

Scope of Work

The scope of work for this work package consists of:

- The removal of trees from the site
- Removal of a gate and saw-cutting of an opening with the purpose of diverting water directly from the existing recarbonation effluent to the top portion of the “Figure-8”. This work will render the Secondary Settling Basins functionally irrelevant and prepare them for demolition.
- Relocation of the electrical lines feeding Substation A
- The establishment of the Design-Builder construction offices/trailers necessary to support project work
- Purchases of pipes and other significant equipment for which early delivery is required to avoid impacts on the project’s critical path
- Site preparation for the installation of the temporary CO2 trailer
- Rerouting of Storm Sewer lines
- General Conditions for CH2M Hill and Magney construction sufficient to carry forward the planned construction efforts until Sept. 30, 2022
- Engineering Services During Construction for Design-Builder sufficient to carry forward the planned construction efforts until Sept. 30, 2022

Contract Price

The Owner hereby agrees to pay the Design-Builder a Lump Sum Amount of **\$9,189,219** for the scope of work described above.

Additionally, as described in the Agreement, the Owner will pay the Design-Builder for any work covered by contingency spending. The maximum compensation for contingency spending will not exceed **\$1,174,846**.

Finally, the Owner has set aside **\$1,035,935** for allowance items. These funds are available in addition to the two items described above subject to the terms of the Agreement.

The total price for this second early work package is **\$11,400,000**.

Timeline of Work

The Design-Builder will proceed with the work included in the second early work package after Notice to Proceed of Amendment No. 2 to the Progressive Design-Build Agreement dated February 8, 2022.

Document Precedence

The Document Precedence agreements formalized in Exhibit L1 apply to this Exhibit L2 in their entirety as well. Please refer to the “Document Precedence” section of Exhibit L1 to view those terms.

Specifications and drawings developed to support this work package have been developed and included in Appendix 100E *Scope Baseline Documents*.

Sales Tax

The Owner and the Design-Builder are currently investigating opportunities to designate the Design-Builder as a Purchasing Agent for the project. It remains uncertain whether this will be legally possible.

As such, sales taxes have been included as an Allowance item in this Contract Amendment. If SPRWS is able to designate the Design-Builder as a Purchasing Agent, the Design-Builder will not be responsible for paying sales taxes on the process equipment permanently installed in the facility. As such, the funds set aside in the allowance item will be returned to the Owner.

In the event that the Design-Builder cannot be designated as a Purchasing Agent, the Design-Builder will be responsible for paying any sales taxes. As such, the funds set aside in the allowance item will be used to reimburse the Design-Builder for sales tax expenses incurred.

The Owner is separately pursuing a state sales tax exemption that may be more favorable. Should the State approve that exemption request, the Owner will be eligible to receive reimbursement for sales taxes paid on the project. In this event, the allowance item may be utilized to pay sales taxes on all goods, and the Owner will be responsible for seeking reimbursement from the State.

In either case, it is likely that Use Tax will be due on the installed process equipment. That amount due (currently estimated at 0.5% of the purchase value for Ramsey County) will be paid out of the Allowance.

Cost Breakdown

Costs have been itemized in the full GP workbook submittal (Final GP2 Proposal dated January 27, 2022 and submitted by Design-Builder on the same date via email to Will Menkhaus). For more detailed information, please consult that submittal.

The following table summarizes the costs for this work package:

Description	Cost
Design-Builder General Conditions	\$3,830,638
Design-Builder Engineering Services During Construction	\$715,371
Design-Builder Procurement Costs	\$43,363
Construction Subcontracts	\$3,469,002
Commissioning and Startup	\$0
Instrumentation and Controls	\$0
Allowances	\$1,035,935
Contingency	\$1,174,846
Design-Builder Fee	\$797,140

Bonds, Insurance, and Taxes on Above	\$333,705
Total Cost	\$11,400,000

Terms of Payment

The Design-Builder will develop a complete schedule of values and payment schedule within 30 days of the signing of Amendment No. 2 to the Progressive Design-Build Agreement dated February 8, 2022. The schedule of values and payment schedule is subject to review and approval by SPRWS. In general, unless otherwise specified, costs will not be passed on to the Owner until they have been incurred by the Design-Builder.

Upon agreement between the Owner and the Design-Builder, the schedule of values will be used to govern payments for the work covered in this package.

“Off-Ramp” Scenario

In the event that the Owner elects to take the “Off-Ramp” described in Section 2.3.2.4(iii) of the Agreement, the Design-Builder and the Owner hereby agree that:

- The Owner will be responsible for paying the Design-Builder in accordance with the terms provided in Sections 9.1.1, 9.1.2, and 9.1.3 of the Agreement.
- General Conditions and Engineering Services During Construction have been included in this contract to cover work up to September 30, 2022. If the “Off-Ramp” is taken prior to this date, value of the General Conditions and Engineering Services During Construction associated with the unperformed work will not be construed as a “proven loss, cost, or expense in connection with the services and Work” as described in Section 9.1.1 of the Agreement.
- The Design-Builder will be responsible for removing all equipment, trailers, and other such items from the site in a timely manner. The cost of such removal fits the definition of “reasonable costs and expenses attributable to such termination” as described in Section 9.1.2 of the Agreement.

Further, the terms set in the “Off-Ramp” Scenario section of Exhibit L1 apply also to the purchases of piping and other such materials associated with the scope of Work Package 2. All rights reserved for the Owner in that section apply to this Exhibit L2 as well.

Escalation

Funds have been set aside for potential escalations to costs for piping materials. At the time of this amendment, the Design-Builder has obtained quotes for the anticipated piping materials required for the project. The quotes obtained and provided as supporting documents in the Work Package 2 submittal will be compared to final prices for the materials to determine the appropriate amount of escalation cost.

Cost increases resulting from changes in designs will not be treated as escalation costs. Cost increases resulting from design changes are most appropriately handled by using contingency funds since the contingency has been built using assumptions about design evolution, design changes, and design risks.

In order to receive funds from the escalation allowance, the Design-Builder must be able to demonstrate a change in the price of materials and items which were included on the original quote for the materials.

As a general rule, changes in the unit price of materials would be considered an escalation. Changes in the quantity or nature of the materials would be considered a design change.

Applicability of Contract Documents

The following table lists which Contract Document exhibits apply and do not apply to this second early work package:

Exhibit	Description	Applicability to this GP Proposal
Exhibit A	Preliminary Owner's Project Criteria	As described in the "Document Precedence" section of this Exhibit L2
Exhibit B	Preliminary Scope of Phase 1 Services	No relevant content
Exhibit C	Permitting and Regulatory Approvals Responsibilities	Yes. Jacobs responsible for ensuring that work included in this work package meets conditions of permits
Exhibit D	MN PFA Contract Packet (Project Funding Requirements)	Yes
Exhibit E	Labor Standards	Yes
Exhibit F	Key Firms and Key Personnel	Yes
Exhibit G	Exhibit G – Phase 1 Milestone Schedule	No relevant content
Exhibit H	Insurance Requirements	Yes
Exhibit I	Billing Rates, Phase 1 Costs, and Phase 2 Markups	Yes
Exhibit J	Cost Model	The Jacobs' Cost Model has been developed in accordance with Exhibit J and approved by SPRWS.
Exhibit K	Parent Guaranty Agreement	Yes
Exhibit L	Scope Basis	No relevant content
Exhibit L1	First Early Work Package	Only as referenced above
Exhibit L2	Second Early Work Package	Yes
Exhibit M	Site Security Requirements	This exhibit is not yet completed. Upon completion, the exhibit will apply.
Exhibit N	Performance Incentive Arrangements	No
Exhibit O	Index of Reference Documents	No relevant content

Additional Assumptions and Clarifications of the Proposal

The following table includes additional assumptions and clarifications noted in the GP proposal:

1	<p>This proposal is based on the assumption that the current GP1 - 4 (possibly 5) packages are awarded based on the schedule communicated. Changes to these award dates may delay the overall schedule (i.e. GP2 work needs to be complete for GP3 work and, in turn, GP4 work starting on time is dependent on GP2 and GP3 work).</p>
2	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>SPRWS and Jacobs will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and Jacobs will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.</p>
3	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will inform SPRWS of planned water use and SPRWS will approve water usage; Jacobs and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
4	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, Jacobs assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, Jacobs will remedy the issue.</p>
5	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. Jacobs will work with SPRWS to ensure the appropriate accounts are set up and available.</p>
6	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>
7	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>
8	<p>Recently passed legislation includes a Build America Buy America provision that may modify the requirements of American Iron and Steel. We have not included pricing for this provision as impacts are currently unknown.</p> <p>If / once adopted, the regulations will constitute a change in funding requirements per Section 2.6.3 and the legal requirements per Section 2.4 of the General Conditions.</p>
9	<p>This GP has been prepared using the GMP Design-Builder fees. If a Lump Sum is agreed to, that fee will need to be reduced. Approximate savings on the fee rate is included on Tab 00 F.</p>
10	<p>Given volatility in the markets, we have discussed the best ways to handle escalation. For this package, the major concern is steel pipe. We suggest that an Allowance be established, similar to GP1, to manage escalation costs.</p> <p>If the calculated escalation is less than the Allowance amount indicated, the contract between Jacobs and SPRWS will be decreased by the corresponding amount plus the associated Design-Builder Fee. If the calculated escalation is greater than the Allowance amount, the contract will be increased by the corresponding amount plus the associated Design-Builder Fee.</p>
11	<p>Please note that design was not complete during this procurement and that eventual 100% Drawing and Specifications will differ from those presented with the GP. Furthermore, provisions in the subcontract and equipment proposals differ from the requirements of these preliminary Specifications. This is a normal part of the Design-Build process. SPRWS will be involved in reviews as the design progresses. In general, for this GP, the provisions of the subcontractor and vendors proposal, as long as they do not impede performance (water quality, schedule, longevity, architectural, etc.) will govern. Please reference Exhibit L1 and L2 to the Prime Agreement for further comment on document prioritization.</p>

12	<p>Sales taxes were calculated at 7.375% based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p> <p>Upon award of GP2, Jacobs, Magney, and Premier will maintain receipts for material purchases that are permanently incorporated into the Work so that paid taxes can be eventually reimbursed.</p> <p>Jacobs, Magney, and Premier will endeavor to gather all appropriate receipts for sales tax reimbursement with particular attention to receipts with values over \$10,000.</p> <p>It is our current understanding that Ramsey County Use Taxes will be due even if the Sales Tax exemption is utilized.</p>
13	<p>This proposal assumes that Comcast will install the fiber and panel necessary for Jacob's use at the trailer area. Comcast has committed to complete this work for a \$200 installation fee as long as it is completed concurrently with SPRWS fiber work. Comcast has provided pricing for independent service (not associated with SPRWS or the City networks) and that pricing is reflected in Tab 01 (service is taxable).</p>
14	<p>Design-Builder assumes that SPRWS will assist with locating enough parking on site for the duration of the project. Costs for busing and/or transportation from another parking location is not included.</p>
15	<p>Design-Builder General Conditions estimate is based on a GP2 Notice of Award date around February 15, 2022, and a GP4 award date around August 1, 2022.</p>
16	<p>Design-Builder Services During Construction estimate is based on a GP2 Notice of Award date around February 15, 2022, and a GP4 award date around August 1, 2022.</p>
17	<p>Programming time for the temporary CO2 system has been included in this pricing.</p>
18	<p>We have assumed that Jacobs will have one (1) security staff to operate the Roselawn gate and temporary construction gate during construction hours only. SPRWS agrees to accommodate for gate opening needs during non-construction hours to operate the Roselawn and temporary construction gate. In other words, SPRWS sometimes has truck deliveries outside of construction work hours where the operators may need to open the construction gate.</p>
19	<p>We have assumed that the potential sound wall between the old park property and the adjacent neighbors will not be needed during GP2 work (tree removal). We intended to include this as an allowance in GP3. Please let us know if SPRWS thinks this might be required prior to May 1, 2022 (in which case we'd need to include in GP2).</p>
20	<p>We are intending on access for tree removal to be through the plant gate on Sylvan. The new access off Roselawn will not be available until GP3 (May 2022).</p>
21	<p>We have assumed that tree removal can be complete prior to the onset of nesting period.</p>
22	<p>We have assumed that all existing facilities in the old park area (garage, old bathroom) will be vacated and ready for demolition by approximately March 1, 2022.</p>
23	<p>Please reference the Risk Register (on SmartSheet or Tab 10.4 in this workbook) for concerns about the possible means and methods for sealing the existing gates between the Figure 8 and SSB.</p>
24	<p>Security fence will be installed during this GP2 project schedule. There will be a period where crews will be on site and working prior to full security separation between SPRWS and Jacobs.</p>
25	<p>GP2 construction includes initial set up of Jacobs office trailer facilities. These trailers will remain at the location shown on the site map for the duration of the project.</p>
26	<p>GP2 construction will impose minimal impacts to the SPRWS plant operations regarding traffic flow around the plant. Lime deliveries will take priority over Jacobs activities.</p>
27	<p>Jacobs assumes a sewer connection can be made to the manhole as shown on the drawing mark ups provided (existing sanitary MH northwest of the corner of the (e) Lime Building).</p>
28	<p>Jacobs assumes connection to a potable water line within (200) LF of the office trailer location (there are several options).</p>

29	<p>It is assumed acceptance of the temporary storm system will be accepted by Maplewood Public Works and CRWSD.</p> <p>SPRWS needs to be aware that the temporary storm water system may operate somewhat differently than the current system as the new system includes larger conveyance pipe.</p>
30	<p>Jacobs and SPRWS will work together to define the details and durations of the shutdowns necessary to complete the Figure 8 reconfiguration work.</p>
31	<p>We have assumed that Figure 8 construction can begin on or about March 1, 2022 (first shutdown) and that the final shutdown will occur on or about April 15, 2022. We anticipate no less that (3) and no more than (4) shutdowns to complete all work.</p>
32	<p>All crack repair costs are carried in an Allowance. Please see the Risk Register regarding crack repairs that cannot be fixed using an epoxy injection approach.</p>
33	<p>It is important to the project schedule that the GP3 contractor start work in the existing CO2 area around May 1 - May 15, 2022. To this end, Jacobs is diligently working to procure the temporary CO2 trailer and complete the mechanical, electrical, instrumentation, controls, and programming work for the temporary CO2 system around April 15, 2022.</p> <p>If we can achieve these goals, there will be a 2 - 4 week period of time where the new temporary CO2 system will be operating (all construction work complete, all instrumentation and controls work complete, and all programming work complete) prior to there being a need to demolish the old one.</p> <p>If the transition goes smoothly, we would like to demolish the existing CO2 system as soon as SPRWS is comfortable with the new temporary system.</p>
34	<p>For either a LS or GMP delivery, scope and schedules for GP2, 3, and 4 overlap in time and space through the end of 2022. We will set up a system for tracking costs and invoicing correctly that we will review with SPRWS.</p>
35	<p>GP2 assumes that SPRWS has no issues operating the plant on the existing 480V feeds to the existing Lime Building. After the GP2 Substation "A" work, there will be no feed to the (e) Lime Building from Substation "A".</p>
36	<p>Jacobs has investigated Substation "A" to confirm that there is adequate capacity for the temporary loads. This assumption rests on the previous one - there is NOT sufficient capacity in Substation "A" to run the (e) Lime Building AND the temporary loads.</p>
37	<p>The existing documentation for Substation "A" indicates a 300A fuse (required for (e) Lime Building). This same fuse size is required for the temporary feeds. It is not possible to verify this fuse size prior to the shutdown.</p>
38	<p>Given the constraints of the existing Substation "A" geometry, the new permanent feed into Substation "A" may include exposed above ground conduit from a junction box to the southeast corner of the Substation (core drilling into the Substation "A" may not be feasible). If possible, we will pursue the core drill / underground routing.</p>
39	<p>Please reference the Risk Register. Until the shutdown, it is unclear how the existing transformer and Substation "A" are connected. It may require additional work (covered in a risk item) to make the new interface.</p>
40	<p>We have assumed that the existing Sludge Handling building will be on generator power for (11) days while the existing ductbank, new ductbank, recabling, and splicing work is being completed.</p>
41	<p>We had not planned on reconnecting Substation "A" to the (e) Lime Building at the end of the project as there will be no loads in the existing Lime Building at that point. If this is not correct, we can add that scope into GP4.</p>

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

GUARANTEED PRICE PROPOSAL 2: ENABLING WORKS

FINAL

January 26, 2022

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10A	ESCALATION		
11	DESIGN-BUILDER FEE CALCULATION		
			TABLE OF CONTENTS NOTES
			1. Please see the first couple pages of the Appendices for an overview of the estimating process and information on which details are included in which Appendix.
			2. Items grayed out above are not applicable to this GP and have not been included.
			3. Tab 10 referenced at left is comprised of several sub-tabs (10.1 to 10.4) to provide full transparency on the development of the Contingency amount.



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Guaranteed Price Proposal 2, Enabling Works

00 A: Acronyms and Abbreviations

St. Paul Regional Water Services

McCarrons Water Treatment Plant Improvements Project

00 A ACRONYMS AND ABBREVIATIONS

CoMW	City of Maplewood, Minnesota
DC	Direct Cost
DM	Design Manager
EAC	Estimate at Complete
EM	Engineering Manager
EV	Expected Value
MDH	Minnesota Department of Public Health
MGD	Million Gallons per Day
NPDES	National Pollutant Discharge Elimination System
NOA	Notice of Award
NTP	Notice to Proceed
PDB	Progressive Design Build
Phase 1	Phase 1 of the PDB project including engineering and design
Phase 2	Phase 2 of the PDB project including all construction, commissioning, and handover
GP	Guaranteed Price cost and schedule proposal to complete all Phase 2 services, may be abbreviated "GF"
PM	Project Manager
PXP	Project Execution Plan
Project	McCarrons Water Treatment Plant Improvements Project
Prime Agreement	Contract between St. Paul Regional Water Services and Ch2MHill Engineers for the Project
QA/QC/QM	Quality Assurance, Quality Control, Quality Management
SCE	Subcontract Equivalent Cost
SPRWS or Client	St. Paul Regional Water Services
TM	Technical Memorandum
VE	Value Engineering
WBS	Work Breakdown Structure
WWTP	Wastewater Treatment Plant



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Guaranteed Price Proposal 2, Enabling Works

00 B: Cover Letter

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

**SPRWS McCarron's Water Treatment Plant Improvements Project
Progressive Design-Build Project
GUARANTEED PRICE PROSPOSAL 2: ENABLING WORKS
TRANSMITTAL LETTER**

January 26, 2022

St. Paul Regional Water Services
Attn: Will Menkhaus, Project Manager, william.menkhaus@ci.stpaul.mn.us
1900 Rice Street
Saint Paul, MN 55113

RE: Guaranteed Price ("GP") Proposal for the Enabling Works ("GP2") on the SPRWS Progressive Design-Build Project

CH2M HILL Engineers, Inc. (contracting entity and wholly owned subsidiary of Jacobs Engineering Group, Inc.), (the Proposer) is pleased to submit this Guaranteed Price Proposal for the Major Process Equipment on the Water Treatment Plant Improvements Project.

This proposal consists of this Microsoft Excel (or indexed PDF binder) workbook and backup attachments as noted in the table of contents. This proposal has been prepared in conjunction with the finalization of the contract ("Prime Agreement") between SPRWS and CH2MHILL Engineers.

The Guaranteed Price Proposal is presented and organized according to the Work Breakdown Structure ("WBS") used in the project cost model, project schedule, pay application, table of contents for this proposal, etc.

We have endeavored to maximize transparency in this presentation while not overwhelming with less important data. If there are additional needs or clarifying information / backup / detail, please let us know and we will be happy to provide what is needed.

We look forward to our upcoming negotiations and a successful future together ahead.

Sincerely,

Greg Fischer, Project Executive
CH2MHILL Engineers



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
DBIA 545: Progressive Design-Build Agreement, Dated January 13, 2021		
2.3	Guaranteed Price Proposal.	
2.3.1	At the time specified in Section 7.2.1, Design-Builder shall submit a proposal to Owner (the "Guaranteed Price Proposal") for the construction of the Project for a Guaranteed Price (GP). Owner shall have the sole authority to determine whether to proceed with converting the Guaranteed Price into a Lump Sum or a Guaranteed Maximum Price implementation. The Guaranteed Price Proposal shall include the following unless the parties mutually agree otherwise:	See notes below. No significant issues or deviations in Section 2.3 are noted. Pricing in this workbook is currently set for GMP approach. Discounts for LS approach are noted.
2.3.1.1	The estimated Cost of the Work, inclusive of any Design-Builder's Contingency and all other costs defined in Article 7 hereof. The Cost of Work estimate shall be consistent with the format and detail of the Owner-Approved Cost Model.	Cost of Work, as defined in Article 7, is included in A: Direct Costs and B: Indirect Costs.
2.3.1.2	Details associated with Guaranteed Maximum Price implementation of the contract. Such details should include the Shared Savings Provision, the Design-Builder's Fee, descriptions of how costs will be tracked and reported to Owner, descriptions of which costs will be subject to the Design Builder's Fee, and other such details as necessary for Guaranteed Maximum Price implementation of the Guaranteed Price.	The Cost Model and Prime Agreement address Shared Savings, Design-Builder's Fee, etc. No deviations from those provisions are noted.
2.3.1.3	Details associated with Lump Sum implementation of the contract. Such details should include a Lump Sum discount (if applicable), a listing of project milestones, details regarding how invoicing for Work will correspond to those project milestones, and other such details as necessary for Lump Sum implementation of the Guaranteed Price.	The Lump Sum discount is noted on Tab 00 F.
2.3.1.4	The final Owner's Project Criteria and the Construction Documents which serve as the basis for the Guaranteed Price Proposal.	Owner's Criteria and Construction Documents are not applicable to this GP Proposal. See Appendix 100 E for Scope Baseline documents and Appendix 100 B and C for subcontractor scope details for the basis of this proposal. Also reference Contract Exhibit L2.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
2.3.1.5	A list of the assumptions and clarifications made by Design-Builder in the preparation of the Guaranteed Price Proposal, which list is intended to supplement the information contained in the drawings and specifications.	Provided on Tab 00 G for assumptions, clarifications, and discussion items for this GP2.
2.3.1.6	A list of all Construction Documents used as a basis for the Guaranteed Price Proposal.	Provided in Appendices for work included in this GP2.
2.3.1.7	The scheduled Substantial Completion date upon which the Guaranteed Price Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion date is based.	See discussion in Section 6 below.
2.3.1.8	A preliminary schedule and schedule of values for the execution of the construction work. The schedule shall indicate the dates for the start and completion of the various stages of Construction Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised monthly or as required by conditions and progress of the Construction Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Construction Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.	The current draft project schedule is included in Appendix 100 F. Note that this paragraph requires a preliminary schedule of values which is different than 7.3.4. Recommend that we provide an SOV for this GP2 work within (30) days of award.
2.3.1.9	If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;	Please see Tab 09 for Allowances.
2.3.1.10	If applicable, a schedule of alternate prices;	No Alternates are included with this GP2 Proposal.
2.3.1.11	If applicable, a schedule of unit prices;	No Unit Prices are included with this GP2 Proposal.
2.3.1.12	If applicable, a statement of additional services which may be performed but which are not included in the Guaranteed Price Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);	No Additional Services are included or anticipated with this GP2 Proposal.
2.3.1.13	If applicable, Performance Incentives;	No Performance Incentives are included with this GP2 Proposal.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
2.3.1.14	The time limit (of no less than 60 days) for acceptance of the Guaranteed Price Proposal;	Proposal is good for (60) days from submission. However, larger project schedule issues may arise if we wait this long.
2.3.1.15	An Owner's Permit List, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain; and	The Permit Matrix is applicable to this GP. Please see Tab 08.
2.3.1.16	Any applicable dates for Substantial Completion upon which the proposed Guaranteed Price is based.	See discussion in Section 6 below.
6.1	Date of Commencement.	
6.1.1	The Phase 1 services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing.	This should be modified to include the award date for GP2 (approximately February 9, 2022).
6.2	Substantial Completion and Final Completion.	
6.2.1	Substantial Completion of the entire Work shall be achieved no later than () calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Contract Note: The date required in this section will be determined and formalized upon acceptance of the Guaranteed Price Proposal. As such, this field is expected to remain blank until the Contract Price Amendment is approved. Contract Note (2): The definition of Substantial Completion will be further refined during the Design Phase of the project, and the revised definition will be included in the Contract Price Amendment.	Recommend this include a note that Substantial Completion dates for the Project will be set forth in GP4. This could be silent for GP1.
6.2.2	Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: Completion of 30% Design Completion of 60% Design Submittal of Guaranteed Price Proposal Contract Notes: Owner and Design-Builder will set interim milestone dates for the items above during contract negotiations. Additional interim milestones may be set at the time of the Contract Price Amendment.	Recommend this include a note that any interim milestone dates for the Project will be set forth in GP4. This could be silent for GP1.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
6.4	Liquidated Damages	
	Liquidated Damages for Substantial Completion. Design-Builder understands that if Substantial Completion of Construction Work is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by () days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner four thousand five hundred Dollars (\$4,500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.	Recommend this include a note that liquidated damages and dates for the Project will be set forth in GP4. This could be silent for GP1.
7.2	Guaranteed Price	
	7.2.2 Basis of Guaranteed Price. As required by the Contract Documents, the Design-Builder shall supply the Owner with regular Cost of Work estimates throughout Phase 1 which are developed in an open-book, transparent manner. All assumptions, accounting measures, and estimates which support Guaranteed Price development shall be available for Owner's review. The Guaranteed Price shall be based upon the estimated Cost of Work, the Design-Builder's proposed fees, pass-through costs, and any contingency values.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
	7.3.4 Schedule of Values. Prior to the first Application for Payment, the Design-Builder shall submit a schedule of values to the Owner which allocates the entire Guaranteed Maximum Price to the various portions of the work. This schedule of values shall be used as a basis for reviewing applications for payment. The Owner's payments to the Design-Builder shall not surpass the values set in the schedule of values.	See 2.3.1.8 discussion above.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes	
7.5	Cost of the Work.		
	7.5.1	<p>Cost Model and Design Builder's Fee. The Owner has provided the Design-Builder with a cost model for the Work. This Cost Model, provided as Exhibit J to the Agreement, defines the Cost of Work for the Project and clearly outlines which work is subject to the Design-Builder's Fee and which work is not subject to the Design-Builder's Fee. During Phase 1, the Owner and Design-Builder shall modify the Cost Model, as required, to suit project plans. The Design-Builder's Fee shall be applied only to those portions of work which are designated as Costs of Work in the Cost Model. Contract Note: The definition of Cost of Work will be further refined during the Design Phase. An update definition will be included in the Contract Price Amendment.</p>	<p>This GP Proposal is provided in the format of the Cost Model. Design-Builder fee, in keeping with the requirements of the Prime Agreement, is calculated on Tab 11. No additional fees or markups are included elsewhere in this proposal (unless specifically noted, such as taxes, bonds, and insurance).</p>
7.6	Allowance Items and Allowance Values.		
	7.6.1	<p>Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Guaranteed Price Proposal.</p>	<p>Please reference Tab 09 for Allowances included in this proposal.</p>
Exhibit B	Preliminary Scope of Phase 1 Services, Task 104		
		<p>Updates shall be provided on a bimonthly basis and shall also be provided whenever there is a design change or new information materially affecting Project costs, with the 30 percent design submittal, with the 60 percent design submittal, with any early work packages, and with the Guaranteed Price Proposal at a minimum.</p>	<p>An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.</p>
Exhibit B	Preliminary Scope of Phase 1 Services, Task 105		
		<p>As Phase 1 progresses, the level of detail for Phase 2 scheduling shall be expanded such that full Phase 2 schedules shall be available with the 30%, and 60%, Pre-Construction (and additional, if required) design submittals and with the Design-Builder's Guaranteed Price Proposal(s). Phase 1 Schedule development scope shall end upon acceptance of the Design-Builder's Guaranteed Price proposal, at which time any scope for schedule development and maintenance shall have been included in the Phase 2 scope.</p>	<p>An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.</p>



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
Exhibit B	Preliminary Scope of Phase 1 Services, Task 211	
	The Design-Builder shall utilize an “open book” approach to develop the GP Proposal, providing SPRWS with full access to the financial basis for the proposed Guaranteed Price. (Note: Any Key Firms identified in the submitted Statement of Qualifications are likewise required to develop costs on an open book basis).	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
	Anticipated Requirements for Guaranteed Price Proposal:	Please reference the following:
1	Revised 60-Percent Design documents and submittals addressing Owner comments and any other drawings or specifications necessary to define the baseline design for the Contract Price Amendment (unless a GP is accepted by the Owner prior to 60 percent design completion).	Drawings and Specifications from the Enabling Works Design Package have been included in Appendix 100E. These documents, in addition to this document, define the baseline for this GP2 proposal.
2	Proof of all permits and approvals that the Design-Builder was responsible for obtaining during Phase 1, as identified in the Design-Build Agreement.	Permits and approvals that pertain to this GP are in progress. The SmartSheet permitting log is up to date with the current status of each permit.
3	Identification of construction permits and approvals to be obtained by the Design-Builder during Phase 2.	Please see previous note.
4	Finalized Owner’s Project Criteria including Performance Criteria as jointly developed by Design-Builder and Owner.	This is not applicable to this GP package.
5	Proposed Design-Build Schedule including an accompanying narrative describing key assumptions in the proposed Baseline Design-Build Schedule upon which the Base Guaranteed Price is based including dates for Substantial Completion and Final Completion.	Please reference Tab 00 G for Assumptions and Clarifications and associated narratives. See discussion in Section 6 above for Substantial and Final Completion dates for GP1.
6	Descriptive information on all engineering, procurement, materials, construction labor and equipment. design gap narratives, and other services necessary to perform the Design-Build work as required under the Design-Build Agreement.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7	The proposed direct Cost of Work as defined in the Design-Build Contract and including contingency, to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added to establish a mutually agreed-upon Guaranteed Price (GP). Direct cost for the Phase 2 work shall include all services required for construction of the Project through Final Completion, using the Owner-approved cost model. Supporting documentation for the proposed direct cost of Phase 2 work shall include, at a minimum:	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.a	Subcontractor and materials vendor bids and quotations.	Please refer to Appendix 100B and 100C for detail on bids and partner estimates.
7.b	Details supporting estimates for self-performed construction work (labor, materials and equipment).	Please refer to Appendix 100C for detailed estimate information from Magney. Please keep this information confidential.
7.c	Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals.	Please refer to Tab 01 and 03 for this information as it applies to this GP.
7.d	Unburdened rental rates on construction equipment, trailers, storage and staging space and major tools.	Please refer to Appendix 100C.
7.e	Allowances (where appropriate).	Please refer to Tab 09 for Allowance detail.
7.f	Labor and expense costs for engineering construction support consistent with the Phase 2 professional services billing rates included in the Design-Build Agreement.	Please note that Phase 1 rates (escalated one year) were used for Phase 2 costs in this GP.
7.g	Details for any other relevant labor, expense, or other costs.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.h	Design-Builder contingency based on probabilistic assessment of risks and cost consequences if realized, weighted for probability of occurring	See Tabs 10.1, 10.2, and 10.3.
7.i	The proposed GP and breakdown consisting of the proposed direct cost of Phase 2 work, including proposed Design-Builder contingency.	See Tabs 10.1, 10.2, and 10.3.



Guaranteed Price Proposal 2, Enabling Works

00 C: Contract Requirements

St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7.j	Details to support the possible implementation of a Guaranteed Maximum Price delivery of the project, including the Design-Builder's fee and any shared savings provisions. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above.
7.k	Details to support the possible implementation of a Lump Sum delivery of the project, including a Lump Sum discount on the Design-Builder's fees. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above and Lump Sum discount on Tab 00 F.
7.l	All other proposed GP pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.	See Tab 00 G.
7.m	A list of work activities, expenses and fees not included in the GP which the Owner may be expected to pay for.	There will not be extra-GP costs.
	After delivery of the initial draft GP Proposal, the Design-Builder will meet with SPRWS during a 4- hour workshop to present, review, and answer questions about the content of the GP Proposal. The Design-Builder will continue to revise the GP Proposal as needed and conduct additional workshops and meetings as needed to obtain SPRWS agreement.	Recommend we meet on or about Tuesday, January 18, 2022 to review this proposal in detail.
	In general, the following will be required before SPRWS will approve a Contract Price Amendment: all required permits necessary prior to initiating Phase 2 have been obtained, or SPRWS has approved proceeding forward with certain permits still pending.	We will be requesting that SPRWS proceeds without all project permits. Permit status for these affecting GP2 will be closely reviewed with SPRWS.
	After SPRWS acceptance of a proposed GP, the Design-Builder and Owner shall negotiate and finalize a Contract Price Amendment in accordance with the requirements of the Design-Build Agreement.	Recommend we try and keep GP2 changes to a minimum and address holistically in GP4.
Exhibit F	Key Firms and Key Personnel	
	At the time of the Guaranteed Price submittal, the Owner will review the costs of all self-performed work to ensure that the Design-Builder has sufficiently demonstrated cost competitiveness on all self-performed scope.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.



Guaranteed Price Proposal 2, Enabling Works

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

**00 D: Previous Transmittals
 00 E: Final GP Proposal Changes**

00 D DOCUMENTS PREVIOUSLY TRANSMITTED TO SPRWS UNDER SEPARATE COVER

For reference purposes, the following is a list of required documents previously transmitted to SPRWS under separate cover. For clarity, these have not been provided as attachments.

Document	Date Transmitted

00 E FINAL GP PROPOSAL CHANGES

Throughout negotiations, this GP form has been updated. The following indicates the meaning of the highlighted colors throughout this proposal form. In the live Excel version, additional notes are available in the margins.

Document	Date Transmitted
Revisions to text from the GP1 version of this workbook.	01/14/22
Additional minor changes on Tabs 00 F and 00 G to clarify additional assumptions. All changes in this highlight.	01/19/22
You will notice numerous cost code changes on Tabs 01 and 03, no pricing changes, just accounting updates.	01/19/22
All highlighting cleared in this final version.	01/26/22

END OF SECTIONS 00 A, B, C, D, and E



Guaranteed Price Proposal 2, Enabling Works

00 F: Detailed Cost Summary

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

A: DIRECT COSTS

01	DESIGN-BUILDER GENERAL CONDITIONS		\$	3,830,638	Link to Tab 01
03	ENGINEERING SDC		\$	715,371	Link to Tab 03
04	DESIGN-BUILDER PROCUREMENT		\$	43,363	Link to Tab 04
05	CONSTRUCTION SUBCONTRACTS		\$	3,469,002	Link to Tab 05
06	COMMISSIONING AND STARTUP		\$	-	Link to Tab 06
07	INSTRUMENTATION AND CONTROLS		\$	-	Link to Tab 07

B: INDIRECT COSTS

09	ALLOWANCES		\$	1,035,934	Link to Tab 09
10	DESIGN-BUILDER CONTINGENCY		\$	1,174,846	Link to Tab 10.1
10A	ESCALATION		\$	-	Link to Tab 10.A

C: DESIGN-BUILDER FEE

11a	SELF-PERFORM FEE	8.90%	\$	645,791	Link to Tab 11
11b	SUBCONTRACTED FEE	5.00%	\$	39,740	Link to Tab 11
11c	SELF-PERFORM FEE, CONTINGENCY	9.50%	\$	111,610	

D: PASS-THROUGH COSTS (NOT SUBJECT TO DESIGN-BUILDER FEE)

08	DB BONDS, INSURANCE, TAXES	2.93%	\$	333,705	Link to Tab 08
10	REWORK CONTINGENCY		\$	-	

TOTAL PHASE 2 PROPOSAL, ALL WORK			\$	11,400,000	
---	--	--	-----------	-------------------	--

Exhibit L3: Design Change Order (Lime and Chemical Building)

McCarron's Water Treatment Plant Improvements

Scope of Work

Over the course of the design stage of the project, SPRWS and the Design-Builder have come to the conclusion that the construction of a new lime and chemical handling facility is the most efficient use of project resources. The new facility is shown in orange in the rendering below.



This facility was not part of the original design scheme for the project, and, as such, the design costs associated with this facility were not included in the original design-phase pricing provided by the design builder.

The scope of work for this change order is limited to the design of components within the orange area indicated above and includes:

- The design of the structures therein
- The design of building foundations
- The design of a lime batch slaking system which will be installed within the structures
- The design of various chemical storage systems as well as the infrastructure required to transmit these chemicals to the proper dosing location
- The design of all electrical, piping, HVAC, controls, and other such systems necessary to support the function of this facility

Contract Price

The work shall be performed for a not-to-exceed cost of \$669,875, and shall be incorporated into the existing schedule of values for the Phase 1 services.

A more detailed overview of the expected pricing for various components of the work is included below:

Item	Additional Cost
New Lime Facility Design	\$400,000
New Alum Facility Design	\$100,000
New Sodium Silicate Facility Design	\$75,000
Preconstruction Expenses (Lime Facility)	\$66,000
Preconstruction Expenses (Alum Facility)	\$16,500
Preconstruction Expenses (Sodium Silicate Facility)	\$12,375
Total Change Order Value	\$669,875.00

All work will be billed on the basis of actual time and expenses. This is not a lump sum contract. Any unspent funds will remain the sole property of the owner.

Timeline of Work

The design work for these facilities shall be completed in conjunction with the design for the other facility components such that there are not delays to the full facility design.

Document Precedence

SPRWS and the Design Builder have already developed a considerable portion of the design for these facilities. The equipment specifications, design drawings, and tech memos that have been collaboratively developed thus far shall serve as the basis for the continued design effort.

Exhibit L4: Third Early Work Package

McCarron's Water Treatment Plant Improvements

Scope of Work

The scope of work for this work package consists of:

- Vibration monitoring during peak periods of demolition and construction activity.
- All exterior demolition work (including demolition of the Secondary Settling Basins, Clarifiers 1-5, the Floc 3/Recarb basin, miscellaneous paving, etc.) for the project.
- All excavation work, soils storage/disposal, soil importation, filling of soils, and final grading of the site.
- Establishment of construction laydown areas, craft labor parking areas, construction roadway, and other such facilities as needed for management of the construction site.
- Stormwater protection for the construction site.
- Extensive shoring work to protect existing, critical facilities.
- Dewatering of the construction site to ensure a work environment sufficiently dry for construction activities.
- Installation of a permanent underdrain system within the excavated area.
- Final paving work on the site.
- All bonds, insurance, and taxes required for the scope of work described herein.
- Installation of certain schedule-critical piping and facilities (specifically piping and vaults located between the clarifier units).
- Establishing field offices for PCL construction, providing staffing for them until Sept. 30, 2022.
- Erecting a tower crane on site to facilitate construction.
- Installing a “concrete skip wall” beneath the Floc 2 structure to ensure that the structure is adequately supported following the removal of the Secondary Settling Basins.
- The Design-Builder’s fee for all work specified herein.

Contract Price

The Owner hereby agrees to pay the Design-Builder a Lump Sum Amount of **\$17,224,060** for the scope of work described above.

Additionally, as described in the Agreement, the Owner will pay the Design-Builder for any work covered by contingency spending. The maximum compensation for contingency spending will not exceed **\$1,967,100**.

Finally, the Owner has set aside **\$1,893,410** for allowance items. These funds are available in addition to the two items described above subject to the terms of the Agreement.

The total price for this third early work package is **\$21,084,570**.

Timeline of Work

The Design-Builder will proceed with the work included in the third early work package after Notice to Proceed with the work is provided by the SPRWS Project Manager. The SPRWS Project Manager will provide the Notice to Proceed upon signing of the contract and issuance of a Purchase Order.

Document Precedence

The Document Precedence agreements formalized in Exhibit L1 apply to this Exhibit L4 in their entirety as well. Please refer to the “Document Precedence” section of Exhibit L1 to view those terms.

Specifications and drawings developed to support this work package have been developed and included in Appendix 100E *Scope Baseline Documents*.

Sales Tax

The Design-Builder shall not function as a Purchasing Agent under this agreement. The Design-Builder will be responsible for collecting receipts showing the amount of Minnesota sales tax paid on all items of Significant Value that are permanently incorporated into the Work. In recognition of the fact that administrative work associated with collecting receipts is substantial, Significant Value is hereby defined as any expense for which the total taxable value exceeds \$10,000. Recurring purchases which cumulatively exceed \$10,000 in value will also be considered a Significant Value.

The Owner will accept receipts of lesser value but understands that the Design-Builder cannot be expected to successfully collect all such smaller receipts.

Receipts should clearly show the value of Minnesota sales tax such that the Owner is able to submit them for reimbursement to the State.

Cost Breakdown

Costs have been itemized in the full GP workbook submittal (Final GP3 Proposal dated February 28, 2022 and submitted by Design-Builder on the same date via email to Will Menkhaus). For more detailed information, please consult that submittal.

The following table summarizes the costs for this work package:

Description	Cost
Design-Builder General Conditions	\$0
Design-Builder Engineering Services During Construction	\$120,524
Design-Builder Procurement Costs	\$191,893
Construction Subcontracts	\$15,351,416
Commissioning and Startup	\$0
Instrumentation and Controls	\$0
Allowances	\$1,893,410
Contingency	\$1,967,100
Design-Builder Fee	\$1,154,595
Bonds, Insurance, and Taxes on Above	\$405,632
Total Cost	\$21,084,570

Terms of Payment

The Design-Builder will develop a complete schedule of values and payment schedule within 30 days of the signing of Amendment No. 3 to the Progressive Design-Build Agreement dated March 8, 2022. The schedule of values and payment schedule is subject to review and approval by SPRWS. In general,

unless otherwise specified, costs will be passed on to the Owner in accordance with the approved Schedule of Values. .

Upon agreement between the Owner and the Design-Builder, the schedule of values will be used to govern payments for the work covered in this package.

“Off-Ramp” Scenario

In the event that the Owner elects to take the “Off-Ramp” described in Section 2.3.2.4(iii) of the Agreement, the Design-Builder and the Owner hereby agree that:

- The Owner will be responsible for paying the Design-Builder in accordance with the terms provided in Sections 9.1.1, 9.1.2, and 9.1.3 of the Agreement.
- Engineering Services During Construction have been included in this contract to cover work up to September 30, 2022. If the “Off-Ramp” is taken prior to this date, value of Engineering Services During Construction associated with the unperformed work will not be construed as a “proven loss, cost, or expense in connection with the services and Work” as described in Section 9.1.1 of the Agreement.
- The Design-Builder will be responsible for removing all equipment, trailers, and other such items from the site in a timely manner. The cost of such removal fits the definition of “reasonable costs and expenses attributable to such termination” as described in Section 9.1.2 of the Agreement.

Further, the terms set in the “*Off-Ramp Scenario*” section of Exhibit L1 apply also to the purchases of materials associated with the scope of the Third Early Work Package. All rights reserved for the Owner in that section apply to this Exhibit L4 as well.

Escalation

Funds have been set aside for potential escalations to costs for two items: aggregate base and asphalt. The Owner has elected to maintain the risk of escalation for these items because the Owner believes that it will save them money.

Cost increases resulting from changes in designs will not be treated as escalation costs. Cost increases resulting from design changes are most appropriately handled by using contingency funds since the contingency has been built using assumptions about design evolution, design changes, and design risks.

In order to receive funds from the escalation allowance, the Design-Builder must be able to demonstrate a change in the price of materials. The GP3 Proposal (referenced above in the Cost Breakdown section) includes a base unit price for both asphalt and aggregate price. At the time of the paving work or aggregate purchase in question, the Owner and the Design-Builder will verify the market price for these commodity items. If the market price for the items exceeds the base price, escalation funds will be utilized to account for the difference between the two values.

As a general rule, changes in the unit price of materials would be considered an escalation. Changes in the quantity or nature of the materials would be considered a design change.

Applicability of Contract Documents

The following table lists which Contract Document exhibits apply and do not apply to this second early work package:

Exhibit	Description	Applicability to this GP Proposal
Exhibit A	Preliminary Owner's Project Criteria	As described in the "Document Precedence" section of this Exhibit L4
Exhibit B	Preliminary Scope of Phase 1 Services	No relevant content
Exhibit C	Permitting and Regulatory Approvals Responsibilities	Yes. Jacobs responsible for ensuring that work included in this work package meets conditions of permits
Exhibit D	MN PFA Contract Packet (Project Funding Requirements)	Yes
Exhibit E	Labor Standards	Yes
Exhibit F	Key Firms and Key Personnel	Yes
Exhibit G	Exhibit G – Phase 1 Milestone Schedule	No relevant content
Exhibit H	Insurance Requirements	Yes
Exhibit I	Billing Rates, Phase 1 Costs, and Phase 2 Markups	Yes
Exhibit J	Cost Model	The Jacobs' Cost Model has been developed in accordance with Exhibit J and approved by SPRWS.
Exhibit K	Parent Guaranty Agreement	Yes
Exhibit L	Scope Basis	No relevant content
Exhibit L1	First Early Work Package	Only as referenced above
Exhibit L2	Second Early Work Package	No
Exhibit L3	Design Change Order (Lime and Chemical Building)	No
Exhibit L4	Third Early Work Package	Yes
Exhibit M	Site Security Requirements	This exhibit is not yet completed. Upon completion, the exhibit will apply.
Exhibit N	Performance Incentive Arrangements	No
Exhibit O	Index of Reference Documents	No relevant content

Additional Assumptions and Clarifications of the Proposal

The following table includes additional assumptions and clarifications noted in the GP proposal:

DESIGN-BUILDER, GENERAL AND PROJECT-WIDE (00)	
1	As-Built data and field investigations do not indicate any existing piles under the SCCs or Clarifier 1 (locations for installation of new plant facilities) so we have not included any costs for removing existing piles in these locations where they could interfere with new infrastructure.
2	We have discussed establishing an interim work package if GP3 work moves faster than anticipated or GP4 falls behind and costs for GP4 will be incurred (General Conditions, Services During Construction, concrete work, etc.).
3	It has not been possible to drill geotechnical borings under the existing SSBs. It is possible that there are conditions that could impact the design and result in a Differing Site Condition.
4	All subsurface conditions are assumed per the Phase 1 geotechnical investigations. Deviations from the information constitutes a Differing Site Condition per the Prime Agreement.
5	This GP assumes that existing gates and valves work unless investigated otherwise. We have not included bypass pumping costs for maintaining plant flow.
6	We have discussed and planned for a maximum flow rate through the Figure 8 of (80) MGD.
7	<p>We are constructing the new plant in proximity to the existing, aged facilities. We have approached this risk in this way:</p> <ol style="list-style-type: none"> 1. We have included an Allowance for patching leaks in the existing tanks. 2. We have included a shoring wall immediately north of the existing recarbonation tank. 3. We have included a cutoff wall along the west side Clarifier 3, 4, 5 to retain underslab materials. 4. The permanent design for the Flocculation 2 wall includes a concrete cutoff wall along the north side of the existing Figure 8. 5. We maintained the existing wall along the east side of Flocculation Basin 1 and will brace, install concrete, or backfill to maintain appropriate pressures against this wall. <p>These means and methods are based on our best understanding of the existing as-builts, field investigations, and due diligence to date. With this approach, we believe we have a clear plan on what is a Differing Site Condition as defined in the Prime Agreement, and what is not.</p> <p>Additional means and methods beyond these would mean that the existing structure(s) is in a condition other than what could be expected. For example, existing damage or degradation to the existing facilities that could not have been known in the field investigations to date would constitute a Differing Site Condition.</p>
8	All material testing, concrete testing, surveying, field density testing, weld testing, etc. for GP3 is covered in GP4, with the exception of testing covered in Tab 09 Allowances.
9	We understand that environmental permitting notifications do not allow for the removal of the trees until April 1, 2022. Pricing and schedule for GP3 is based on having approval in place to remove trees by April 1, 2022. We had intended in GP2 to remove trees around March 1, 2022. We are still understanding what this means and will work with SPRWS to determine the best course forward. This may impact overall project schedule.
10	We have not assumed that the existing wooden piles are an issue for construction in the SSB and Clarifier 1 areas. As-Builts and explorations do not indicate that piles are present.
11	We have not included any costs for treatment of groundwater due to contamination by treatment plant chemicals.
12	This proposal is based on the assumption that the current GP1 - 4 (possibly 5) packages are awarded based on the schedule communicated. Changes to these award dates may delay the overall schedule (i.e. GP2 work needs to be complete for GP3 work and, in turn, GP4 work starting on time is dependent on GP2 and GP3 work).

13	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>SPRWS and Jacobs will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and Jacobs will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.</p>
14	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will inform SPRWS of planned water use and SPRWS will approve water usage; Jacobs and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
15	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, Jacobs assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, Jacobs will remedy the issue.</p>
16	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. Jacobs will work with SPRWS to ensure the appropriate accounts are set up and available.</p>
17	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>
18	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>
19	<p>Recently passed legislation includes a Build America Buy America provision that may modify the requirements of American Iron and Steel. We have not included pricing for this provision as impacts are currently unknown.</p> <p>If / once adopted, the regulations will constitute a change in funding requirements per Section 2.6.3 and the legal requirements per Section 2.4 of the General Conditions.</p>
20	<p>This GP has been prepared using the LS Design-Builder fees.</p>
21	<p>Given volatility in the markets, we have discussed the best ways to handle escalation. For this package, the major concern is asphalt. We suggest that an Allowance be established, similar to GP1, to manage escalation costs.</p> <p>If the calculated escalation is less than the Allowance amount indicated, the contract between Jacobs and SPRWS will be decreased by the corresponding amount plus the associated Design-Builder Fee. If the calculated escalation is greater than the Allowance amount, the contract will be increased by the corresponding amount plus the associated Design-Builder Fee.</p>
22	<p>Please note that design was not complete during this procurement and that eventual 100% Drawing and Specifications will differ from those presented with the GP. Furthermore, provisions in the subcontract and equipment proposals differ from the requirements of these preliminary Specifications. This is a normal part of the Design-Build process. SPRWS will be involved in reviews as the design progresses. In general, for this GP, the provisions of the subcontractor and vendors proposal, as long as they do not impede performance (water quality, schedule, longevity, architectural, etc.) will govern. Please reference Exhibit L1 and L2 to the Prime Agreement for further comment on document prioritization.</p>

23	<p>Sales taxes were calculated at 7.375% based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p> <p>Upon award of GP3, Jacobs, Magney, and PCL will maintain receipts for material purchases that are permanently incorporated into the Work so that paid taxes can be eventually reimbursed.</p> <p>Jacobs, Magney, and PCL will endeavor to gather all appropriate receipts for sales tax reimbursement with particular attention to receipts with values over \$10,000.</p> <p>It is our current understanding that Ramsey County Use Taxes will be due even if the Sales Tax exemption is utilized.</p>
24	<p>This proposal assumes that Comcast will install the fiber and panel necessary for Jacob's use at the trailer area. Comcast has committed to complete this work for a \$200 installation fee as long as it is completed concurrently with SPRWS fiber work. Comcast has provided pricing for independent service (not associated with SPRWS or the City networks) and that pricing is reflected in Tab 01 (service is taxable).</p>
DESIGN-BUILDER, GENERAL CONDITIONS (01)	
1	<p>Design-Builder assumes that SPRWS will assist with locating enough parking on site for the duration of the project. Costs for busing and/or transportation from another parking location is not included.</p>
2	<p>Design-Builder General Conditions estimate is based on a GP3 Notice of Award date around March 15, 2022, and a GP4 award date around August 1, 2022.</p>
DESIGN-BUILDER, ENGINEERING SERVICES DURING CONSTRUCTION (03)	
1	<p>Design-Builder General Conditions estimate is based on a GP3 Notice of Award date around March 15, 2022, and a GP4 award date around August 1, 2022.</p>
2	<p>We have assumed that Jacobs will have one (1) security staff to operate the Roselawn gate and temporary construction gate during construction hours only. SPRWS agrees to accommodate for gate opening needs during non-construction hours to operate the Roselawn and temporary construction gate. In other words, SPRWS sometimes has truck deliveries outside of construction work hours where the operators may need to open the construction gate.</p>
BID PACKAGE 4102: DEMOLITION AND EARTHWORK SUBCONTRACT (RACHEL)	
1	<p>The subcontract package for GP3 includes all demolition, earthwork, shoring, etc. work for the entire project. What is NOT included is final landscaping, overflow piping, all work associated with the new lab / office (including demolition work), and any work in the existing Lime Building (cleanout) or existing Lab (cleanout). This work will be included in GP4 (or potential GP5).</p>
2	<p>We are not planning on stockpiling at Sandy Lake (materials will be hauled offsite and replaced at the end of the project as needed).</p>
3	<p>We have included extensive shoring along the existing recarbonation and Clarifier 3, 4, 5 facilities to protect existing facilities (undermining, wall loading) from construction.</p>
4	<p>We have not included deep foundations under any new facilities.</p>
5	<p>Access into and out of the site is assumed to be through the construction access directly onto Roselawn east of the Low Service Reservoir.</p>
6	<p>We are assuming access to the Sandy Lake area (immediately north of Roselawn) is available for laydown (deliveries, potential precasting areas, etc.). We will work with SPRWS to grade and restore the site before and after use to ensure minimal impacts to SPRWS operations.</p>
7	<p>This existing Solids Handling Facility and sludge storage tanks will be inside the fenced boundary for the construction area. We will work with SPRWS to ensure safe access, we need SPRWS to abide by project safety rules while inside the active construction area.</p>
8	<p>We have established a plan, in concert with SPRWS, to allow for delivery of lime during construction. This plan alters the current delivery approach and we've included costs to provide a paved loop access road for lime deliveries as well as minor reconfiguration of the existing lime hopper to facilitate the new lime delivery approach.</p>

9	All access points from the existing facilities that face the construction areas (doors on the north side of Flocculation Basin 2 for example) will be permanently blocked (framed walls) for the duration of the construction project. Doors on the south side of the Filter Building will be temporarily blocked during construction in those areas.
10	The excavation and ramp access for the construction will mean that access to the Clarifier 3, 4, and 5 basins will have to be from the south and east. It appears that plant personnel currently access them from the north, which will no longer be possible after commencement of construction activities.
11	Please reference tree removal date discussion above.
BID PACKAGE 4103: PROCESS MECHANICAL, YARD PIPE, EQUIPMENT INSTALLATION (MAGNEY)	
4102, FACILITY 310: SOFTENING CLARIFIERS	
1	GP3 includes underslab work to facilitate the schedule (encased pipe under facilities 300 and 400). All other plumbing and piping will be included in GP4.
2	We utilized granular fill around encasements under the SCC and Gallery slabs. We included an Allowance for CLSM if required.
3	We have not assumed demolition, removal, or filling of the existing RW piping from the Terminal Chambers to the existing facilities. However, we have included demolition of (2) existing RW meter vaults because they are in the way of the new drainage pond grading.
4102, FACILITY 950: EXISTING FACILITIES	
1	Please reference the Risk Register (on SmartSheet or Tab 10.4 in this workbook) for concerns about the possible means and methods for sealing the existing gates between the Figure 8 and SSB.
2	For either a LS or GMP delivery, scope and schedules for GP2, 3, and 4 overlap in time and space through the end of 2022. We will set up a system for tracking costs and invoicing correctly that we will review with SPRWS.
BID PACKAGE 4104: STRUCTURAL CONCRETE (PCL)	
1	The splitter box for 72" OW into the existing Figure 8 will be included in GP4. Design is not currently complete and pricing will be more accurate in GP4.
2	Assumes that tower crane foundation can be left in place (elevation is below all new infrastructure).

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

GUARANTEED PRICE PROPOSAL 3: DEMOLITION AND EARTHWORK

FINAL

February 28, 2022

GUARANTEED PRICE PROPOSAL TABLE OF CONTENTS

TAB ID	TAB DESCRIPTION	TAB ID	TAB DESCRIPTION
00	INTRODUCTION AND OVERVIEW	100	APPENDICES
00 A	ACRONYMS AND ABBREVIATIONS	100 A	PROCUREMENT BID DETAIL
00 B	COVER LETTER	100 B	SUBCONTRACT BID DETAIL
00 C	CONTRACT REQUIREMENTS	100 C	PARTNER SUBCONTRACT PRICING
00 D	PREVIOUS TRANSMITTALS	100 D	JACOBS DETAILED ESTIMATES
00 E	FINAL GP PROPOSAL CHANGES	100 E	SCOPE BASELINE DOCUMENTS
00 F	COST SUMMARY	100 F	PROJECT SCHEDULE
00 G	ASSUMPTIONS, CLARIFICATIONS, DISCUSSIONS		
01	DESIGN-BUILDER GENERAL CONDITIONS		
02	DESIGN-BUILDER DESIGN SERVICES (NOT USED)		
03	DESIGN-BUILDER SERVICES DURING CONSTRUCTION		
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05	CONSTRUCTION SUBCONTRACTS		
06	COMMISSIONING AND STARTUP		
07	INSTRUMENTATION AND CONTROLS		
08	PASS-THROUGH COSTS		
09	ALLOWANCES DETAIL		
10	CONTINGENCY		
10A	ESCALATION		
11	DESIGN-BUILDER FEE CALCULATION		
			TABLE OF CONTENTS NOTES
			1. Please see the first couple pages of the Appendices for an overview of the estimating process and information on which details are included in which Appendix.
			2. Items grayed out above are not applicable to this GP and have not been included.
			3. Tab 10 referenced at left is comprised of several sub-tabs (10.1 to 10.4) to provide full transparency on the development of the Contingency amount.



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Guaranteed Price Proposal 3, Demolition and
Earthwork

00 A: Acronyms and Abbreviations

St. Paul Regional Water Services McCarrons Water Treatment Plant Improvements Project

00 A ACRONYMS AND ABBREVIATIONS

CoMW	City of Maplewood, Minnesota
DC	Direct Cost
DM	Design Manager
EAC	Estimate at Complete
EM	Engineering Manager
EV	Expected Value
MDH	Minnesota Department of Public Health
MGD	Million Gallons per Day
NPDES	National Pollutant Discharge Elimination System
NOA	Notice of Award
NTP	Notice to Proceed
PDB	Progressive Design Build
Phase 1	Phase 1 of the PDB project including engineering and design
Phase 2	Phase 2 of the PDB project including all construction, commissioning, and handover
GP	Guaranteed Price cost and schedule proposal to complete all Phase 2 services, may be abbreviated "GF
PM	Project Manager
PXP	Project Execution Plan
Project	McCarrons Water Treatment Plant Improvements Project
Prime Agreement	Contract between St. Paul Regional Water Services and Ch2MHill Engineers for the Project
QA/QC/QM	Quality Assurance, Quality Control, Quality Management
SCE	Subcontract Equivalent Cost
SPRWS or Client	St. Paul Regional Water Services
TM	Technical Memorandum
VE	Value Engineering
WBS	Work Breakdown Structure
WWTP	Wastewater Treatment Plant



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Guaranteed Price Proposal 3, Demolition and
Earthwork

00 B: Cover Letter

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

**SPRWS McCarron's Water Treatment Plant Improvements Project
Progressive Design-Build Project
GUARANTEED PRICE PROPOSAL 3: DEMOLITION AND EARTHWORK
TRANSMITTAL LETTER**

Monday, February 28, 2022

St. Paul Regional Water Services
Attn: Will Menkhaus, Project Manager, william.menkhaus@ci.stpaul.mn.us
1900 Rice Street
Saint Paul, MN 55113

RE: Guaranteed Price ("GP") Proposal for the Demolition and Earthwork ("GP3") on the SPRWS Progressive Design-Build Project

CH2M HILL Engineers, Inc. (contracting entity and wholly owned subsidiary of Jacobs Engineering Group, Inc.), (the Proposer) is pleased to submit this Guaranteed Price Proposal for the Major Process Equipment on the Water Treatment Plant Improvements Project.

This proposal consists of this Microsoft Excel (or indexed PDF binder) workbook and backup attachments as noted in the table of contents. This proposal has been prepared in conjunction with the finalization of the contract ("Prime Agreement") between SPRWS and CH2MHILL Engineers.

The Guaranteed Price Proposal is presented and organized according to the Work Breakdown Structure ("WBS") used in the project cost model, project schedule, pay application, table of contents for this proposal, etc.

We have endeavored to maximize transparency in this presentation while not overwhelming with less important data. If there are additional needs or clarifying information / backup / detail, please let us know and we will be happy to provide what is needed.

We look forward to our upcoming negotiations and a successful future together ahead.

Sincerely,

Greg Fischer, Project Executive
CH2MHILL Engineers



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
DBIA 545: Progressive Design-Build Agreement, Dated January 13, 2021		
2.3	Guaranteed Price Proposal.	
2.3.1	At the time specified in Section 7.2.1, Design-Builder shall submit a proposal to Owner (the "Guaranteed Price Proposal") for the construction of the Project for a Guaranteed Price (GP). Owner shall have the sole authority to determine whether to proceed with converting the Guaranteed Price into a Lump Sum or a Guaranteed Maximum Price implementation. The Guaranteed Price Proposal shall include the following unless the parties mutually agree otherwise:	See notes below. No significant issues or deviations in Section 2.3 are noted. Pricing in this workbook is currently set for Lump Sum approach per the updated Prime Agreement.
2.3.1.1	The estimated Cost of the Work, inclusive of any Design-Builder's Contingency and all other costs defined in Article 7 hereof. The Cost of Work estimate shall be consistent with the format and detail of the Owner-Approved Cost Model.	Cost of Work, as defined in Article 7, is included in A: Direct Costs and B: Indirect Costs.
2.3.1.2	Details associated with Guaranteed Maximum Price implementation of the contract. Such details should include the Shared Savings Provision, the Design-Builder's Fee, descriptions of how costs will be tracked and reported to Owner, descriptions of which costs will be subject to the Design Builder's Fee, and other such details as necessary for Guaranteed Maximum Price implementation of the Guaranteed Price.	The Cost Model and Prime Agreement address Shared Savings, Design-Builder's Fee, etc. No deviations from those provisions are noted.
2.3.1.3	Details associated with Lump Sum implementation of the contract. Such details should include a Lump Sum discount (if applicable), a listing of project milestones, details regarding how invoicing for Work will correspond to those project milestones, and other such details as necessary for Lump Sum implementation of the Guaranteed Price.	This proposal is prepared using the Lump Sum approach.
2.3.1.4	The final Owner's Project Criteria and the Construction Documents which serve as the basis for the Guaranteed Price Proposal.	Reference Contract Exhibit L2.



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
2.3.1.5	A list of the assumptions and clarifications made by Design-Builder in the preparation of the Guaranteed Price Proposal, which list is intended to supplement the information contained in the drawings and specifications.	Provided on Tab 00 G for assumptions, clarifications, and discussion items for this GP3.
2.3.1.6	A list of all Construction Documents used as a basis for the Guaranteed Price Proposal.	Provided in Appendices for work included in this GP3.
2.3.1.7	The scheduled Substantial Completion date upon which the Guaranteed Price Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion date is based.	See discussion in Section 6 below.
2.3.1.8	A preliminary schedule and schedule of values for the execution of the construction work. The schedule shall indicate the dates for the start and completion of the various stages of Construction Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised monthly or as required by conditions and progress of the Construction Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Construction Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.	The current draft project schedule is included in Appendix 100 F. Note that this paragraph requires a preliminary schedule of values which is different than 7.3.4. Recommend that we provide an SOV for this GP3 work within (30) days of award.
2.3.1.9	If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;	Please see Tab 09 for Allowances.
2.3.1.10	If applicable, a schedule of alternate prices;	No Alternates are included with this GP3 Proposal.
2.3.1.11	If applicable, a schedule of unit prices;	No Alternates are included with this GP3 Proposal.
2.3.1.12	If applicable, a statement of additional services which may be performed but which are not included in the Guaranteed Price Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);	No Additional Services are included or anticipated with this GP3 Proposal.
2.3.1.13	If applicable, Performance Incentives;	No Performance Incentives are included with this GP3 Proposal.



St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
2.3.1.14	The time limit (of no less than 60 days) for acceptance of the Guaranteed Price Proposal;	Proposal is good for (60) days from submission. However, larger project schedule issues may arise if we wait this long.
2.3.1.15	An Owner's Permit List, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain; and	The Permit Matrix is applicable to this GP. Please see Tab 08.
2.3.1.16	Any applicable dates for Substantial Completion upon which the proposed Guaranteed Price is based.	See discussion in Section 6 below.
6.1	Date of Commencement.	
6.1.1	The Phase 1 services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing.	This should be modified to include the award date for GP3 (approximately March 9, 2022).
6.2	Substantial Completion and Final Completion.	
6.2.1	Substantial Completion of the entire Work shall be achieved no later than () calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Contract Note: The date required in this section will be determined and formalized upon acceptance of the Guaranteed Price Proposal. As such, this field is expected to remain blank until the Contract Price Amendment is approved. Contract Note (2): The definition of Substantial Completion will be further refined during the Design Phase of the project, and the revised definition will be included in the Contract Price Amendment.	Recommend this include a note that Substantial Completion dates for the Project will be set forth in GP4. This could be silent for GP3.
6.2.2	Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: Completion of 30% Design Completion of 60% Design Submittal of Guaranteed Price Proposal Contract Notes: Owner and Design-Builder will set interim milestone dates for the items above during contract negotiations. Additional interim milestones may be set at the time of the Contract Price Amendment.	Recommend this include a note that any interim milestone dates for the Project will be set forth in GP4. This could be silent for GP3.



St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
6.4	Liquidated Damages	
	Liquidated Damages for Substantial Completion. Design-Builder understands that if Substantial Completion of Construction Work is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by () days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner four thousand five hundred Dollars (\$4,500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.	Recommend this include a note that liquidated damages and dates for the Project will be set forth in GP4. This could be silent for GP3.
7.2	Guaranteed Price	
	7.2.2 Basis of Guaranteed Price. As required by the Contract Documents, the Design-Builder shall supply the Owner with regular Cost of Work estimates throughout Phase 1 which are developed in an open-book, transparent manner. All assumptions, accounting measures, and estimates which support Guaranteed Price development shall be available for Owner's review. The Guaranteed Price shall be based upon the estimated Cost of Work, the Design-Builder's proposed fees, pass-through costs, and any contingency values.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
	7.3.4 Schedule of Values. Prior to the first Application for Payment, the Design-Builder shall submit a schedule of values to the Owner which allocates the entire Guaranteed Maximum Price to the various portions of the work. This schedule of values shall be used as a basis for reviewing applications for payment. The Owner's payments to the Design-Builder shall not surpass the values set in the schedule of values.	See 2.3.1.8 discussion above.



**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7.5	Cost of the Work.	
	7.5.1 Cost Model and Design Builder's Fee. The Owner has provided the Design-Builder with a cost model for the Work. This Cost Model, provided as Exhibit J to the Agreement, defines the Cost of Work for the Project and clearly outlines which work is subject to the Design-Builder's Fee and which work is not subject to the Design-Builder's Fee. During Phase 1, the Owner and Design-Builder shall modify the Cost Model, as required, to suit project plans. The Design-Builder's Fee shall be applied only to those portions of work which are designated as Costs of Work in the Cost Model. Contract Note: The definition of Cost of Work will be further refined during the Design Phase. An update definition will be included in the Contract Price Amendment.	This GP Proposal is provided in the format of the Cost Model. Design-Builder fee, in keeping with the requirements of the Prime Agreement, is calculated on Tab 11. No additional fees or markups are included elsewhere in this proposal (unless specifically noted, such as taxes, bonds, and insurance).
7.6	Allowance Items and Allowance Values.	
	7.6.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Guaranteed Price Proposal.	Please reference Tab 09 for Allowances included in this proposal.
Exhibit B	Preliminary Scope of Phase 1 Services, Task 104	
	Updates shall be provided on a bimonthly basis and shall also be provided whenever there is a design change or new information materially affecting Project costs, with the 30 percent design submittal, with the 60 percent design submittal, with any early work packages, and with the Guaranteed Price Proposal at a minimum.	An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.
Exhibit B	Preliminary Scope of Phase 1 Services, Task 105	
	As Phase 1 progresses, the level of detail for Phase 2 scheduling shall be expanded such that full Phase 2 schedules shall be available with the 30%, and 60%, Pre-Construction (and additional, if required) design submittals and with the Design-Builder's Guaranteed Price Proposal(s). Phase 1 Schedule development scope shall end upon acceptance of the Design-Builder's Guaranteed Price proposal, at which time any scope for schedule development and maintenance shall have been included in the Phase 2 scope.	An updated CPM schedule is included in Appendix 100 F. Development of this schedule is ongoing through the submission of GP 4.



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
Exhibit B	Preliminary Scope of Phase 1 Services, Task 211	
	The Design-Builder shall utilize an “open book” approach to develop the GP Proposal, providing SPRWS with full access to the financial basis for the proposed Guaranteed Price. (Note: Any Key Firms identified in the submitted Statement of Qualifications are likewise required to develop costs on an open book basis).	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
	Anticipated Requirements for Guaranteed Price Proposal:	Please reference the following:
1	Revised 60-Percent Design documents and submittals addressing Owner comments and any other drawings or specifications necessary to define the baseline design for the Contract Price Amendment (unless a GP is accepted by the Owner prior to 60 percent design completion).	Drawings and Specifications from the Enabling Works Design Package have been included in Appendix 100E. These documents, in addition to this document, define the baseline for this GP3 proposal.
2	Proof of all permits and approvals that the Design-Builder was responsible for obtaining during Phase 1, as identified in the Design-Build Agreement.	Permits and approvals that pertain to this GP are in progress. The SmartSheet permitting log is up to date with the current status of each permit.
3	Identification of construction permits and approvals to be obtained by the Design-Builder during Phase 2.	Please see previous note.
4	Finalized Owner’s Project Criteria including Performance Criteria as jointly developed by Design-Builder and Owner.	This is not applicable to this GP package.
5	Proposed Design-Build Schedule including an accompanying narrative describing key assumptions in the proposed Baseline Design-Build Schedule upon which the Base Guaranteed Price is based including dates for Substantial Completion and Final Completion.	Please reference Tab 00 G for Assumptions and Clarifications and associated narratives. See discussion in Section 6 above for Substantial and Final Completion dates for GP3.
6	Descriptive information on all engineering, procurement, materials, construction labor and equipment. design gap narratives, and other services necessary to perform the Design-Build work as required under the Design-Build Agreement.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.



St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7	The proposed direct Cost of Work as defined in the Design-Build Contract and including contingency, to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added to establish a mutually agreed-upon Guaranteed Price (GP). Direct cost for the Phase 2 work shall include all services required for construction of the Project through Final Completion, using the Owner-approved cost model. Supporting documentation for the proposed direct cost of Phase 2 work shall include, at a minimum:	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.a	Subcontractor and materials vendor bids and quotations.	Please refer to Appendix 100B and 100C for detail on bids and partner estimates.
7.b	Details supporting estimates for self-performed construction work (labor, materials and equipment).	Please refer to Appendix 100C for detailed estimate information from Magney. Please keep this information confidential.
7.c	Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals.	Please refer to Tab 01 and 03 for this information as it applies to this GP.
7.d	Unburdened rental rates on construction equipment, trailers, storage and staging space and major tools.	Please refer to Appendix 100C.
7.e	Allowances (where appropriate).	Please refer to Tab 09 for Allowance detail.
7.f	Labor and expense costs for engineering construction support consistent with the Phase 2 professional services billing rates included in the Design-Build Agreement.	Please note that Phase 1 rates (escalated one year) were used for Phase 2 costs in this GP.
7.g	Details for any other relevant labor, expense, or other costs.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.
7.h	Design-Builder contingency based on probabilistic assessment of risks and cost consequences if realized, weighted for probability of occurring	See Tabs 10.1, 10.2, and 10.3.
7.i	The proposed GP and breakdown consisting of the proposed direct cost of Phase 2 work, including proposed Design-Builder contingency.	See Tabs 10.1, 10.2, and 10.3.



Guaranteed Price Proposal 3, Demolition and Earthwork

00 C: Contract Requirements

**St. Paul Regional Water Services
McCarrons Water Treatment Plant Improvements Project**

00 C CONTRACT REQUIREMENTS FOR GUARANTEED PRICE PROPOSAL

The following contract requirements are excerpted from the Prime Agreement as noted below. The purpose of this section is to provide comments and direction as to how this GP Proposal meets the requirements set forth (for example, which GP Appendix contains information pertaining to which requirement).

Requirement		Notes
7.j	Details to support the possible implementation of a Guaranteed Maximum Price delivery of the project, including the Design-Builder's fee and any shared savings provisions. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above.
7.k	Details to support the possible implementation of a Lump Sum delivery of the project, including a Lump Sum discount on the Design-Builder's fees. Any details which differ from those submitted in the Proposal should be well-supported and are subject to Owner approval.	We don't anticipate any details differing from the proposal. See previous comments on contingency above and Lump Sum discount on Tab 00 F.
7.l	All other proposed GP pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.	See Tab 00 G.
7.m	A list of work activities, expenses and fees not included in the GP which the Owner may be expected to pay for.	There will not be extra-GP costs.
	After delivery of the initial draft GP Proposal, the Design-Builder will meet with SPRWS during a 4- hour workshop to present, review, and answer questions about the content of the GP Proposal. The Design-Builder will continue to revise the GP Proposal as needed and conduct additional workshops and meetings as needed to obtain SPRWS agreement.	Recommend we meet on or about Tuesday, February 22, 2022 to review this proposal in detail.
	In general, the following will be required before SPRWS will approve a Contract Price Amendment: all required permits necessary prior to initiating Phase 2 have been obtained, or SPRWS has approved proceeding forward with certain permits still pending.	We will be requesting that SPRWS proceeds without all project permits. Permit status for these affecting GP3 will be closely reviewed with SPRWS.
	After SPRWS acceptance of a proposed GP, the Design-Builder and Owner shall negotiate and finalize a Contract Price Amendment in accordance with the requirements of the Design-Build Agreement.	Recommend we try and keep GP3 changes to a minimum and address holistically in GP4.
Exhibit F	Key Firms and Key Personnel	
	At the time of the Guaranteed Price submittal, the Owner will review the costs of all self-performed work to ensure that the Design-Builder has sufficiently demonstrated cost competitiveness on all self-performed scope.	All information for this proposal has been provided open-book. If any additional details are needed, please let us know.



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**Guaranteed Price Proposal 3, Demolition and
 Earthwork**

00 D: Previous Transmittals

00 E: Final GP Proposal Changes

**St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project**

00 D DOCUMENTS PREVIOUSLY TRANSMITTED TO SPRWS UNDER SEPARATE COVER

For reference purposes, the following is a list of required documents previously transmitted to SPRWS under separate cover. For clarity, these have not been provided as attachments.

Document	Date Transmitted

00 E FINAL GP PROPOSAL CHANGES

Throughout negotiations, this GP form has been updated. The following indicates the meaning of the highlighted colors throughout this proposal form. In the live Excel version, additional notes are available in the margins.

Document	Date Transmitted

END OF SECTIONS 00 A, B, C, D, and E



Guaranteed Price Proposal 3, Demolition and Earthwork

00 F: Detailed Cost Summary

St. Paul Regional Water Services
 McCarrons Water Treatment Plant Improvements Project

A: DIRECT COSTS

01	DESIGN-BUILDER GENERAL CONDITIONS	\$	-	Link to Tab 01
03	ENGINEERING SDC	\$	120,525	Link to Tab 03
04	DESIGN-BUILDER PROCUREMENT	\$	191,893	Link to Tab 04
05	CONSTRUCTION SUBCONTRACTS	\$	15,351,416	Link to Tab 05
06	COMMISSIONING AND STARTUP	\$	-	Link to Tab 06
07	INSTRUMENTATION AND CONTROLS	\$	-	Link to Tab 07

B: INDIRECT COSTS

09	ALLOWANCES	\$	1,893,410	Link to Tab 09
10	DESIGN-BUILDER CONTINGENCY	\$	1,967,100	Link to Tab 10.1
10A	ESCALATION	\$	-	Link to Tab 10.A

C: DESIGN-BUILDER FEE

11a	SELF-PERFORM FEE	8.90%	\$	434,673	Link to Tab 11
11b	SUBCONTRACTED FEE	5.00%	\$	533,048	Link to Tab 11
11c	SELF-PERFORM FEE, CONTINGENCY	9.50%	\$	186,874	

D: PASS-THROUGH COSTS (NOT SUBJECT TO DESIGN-BUILDER FEE)

08	DB BONDS, INSURANCE, TAXES	1.92%	\$	405,632	Link to Tab 08
10	REWORK CONTINGENCY		\$	-	

TOTAL PHASE 2 PROPOSAL, ALL WORK			\$	21,084,570	
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Exhibit L5: Balance of Plant Package

McCarron's Water Treatment Plant Improvements

Relation to Guaranteed Price Proposal

As specified in the Amended and Restated Contract, the Design-Builder is obligated to develop a Guaranteed Price Proposal. The signing of the Amended and Restated Contract indicates that the Design-Builder has submitted the Guaranteed Price Proposal to the Owner in accordance with the requirements of the contract and that the Owner has reviewed and accepted the Guaranteed Price Proposal.

The details provided in the Guaranteed Price Proposal can be found herein and throughout the various exhibits to the contract.

Scope of Work

The scope of work for this work package is most completely described in Exhibit L7-5, Exhibit M, Exhibit P, and Exhibits Q1-Q5. The description provided herein is intended as a summary of the major components of the work.

The Scope of Work for this the Balance of Plant Package includes all work for the project except those items covered in the First Early Work Package, the Second Early Work Package, and the Third Early Work Package. Also excluded from the scope of the Balance of Plant Package is the work required to develop a new laboratory facility, final landscaping, and other such end-of-project work.

A brief summary of the work to be performed is listed below:

- Providing staffing levels, materials, equipment, facilities, etc. required to perform all the work described below
- Construction of all Treatment Facilities and associated infrastructure
- Installation of all chemical tanks and chemical distribution infrastructure
- Construction of all sludge handling facilities within the project scope
- Installation of all electrical, plumbing, HVAC, etc. required to operate the facilities
- Programming of all new equipment, facilities, and operator controls required to operate the new facilities in conjunction with the existing facilities that will remain
- Startup and testing of the new facilities in accordance with the plans developed to demonstrate satisfactory performance
- The purchase of all bonds, insurance, etc. required to perform the work in accordance with the contract conditions

Contract Price

The Owner hereby agrees to pay the Design-Builder a Lump Sum Amount of **\$151,468,636** for the scope of work described above.

Additionally, as described in the Agreement, the Owner will pay the Design-Builder for any work covered by contingency spending. The maximum compensation for contingency spending will not exceed **\$9,003,349**.

Finally, the Owner has set aside **\$9,693,757** for allowance items. These funds are available in addition to the two items described above subject to the terms of the Agreement.

The total price for this fourth package is **\$170,165,742**.

Timeline of Work

The Design-Builder will proceed with the work included in the third early work package after Notice to Proceed with the work is provided by the SPRWS Project Manager. The SPRWS Project Manager will provide the Notice to Proceed upon signing of the contract and issuance of a Purchase Order.

Purchasing Agent Designation

Owner and Design-Builder acknowledge that Owner has designated Design-Builder as Purchasing Agent for the project so that some purchases may be exempt from sales tax. The provisions of that sales tax exemption state the following:

- a. Contractor (“Design-Builder” in this agreement) has been appointed as purchasing agent;
- b. Exempt entity (“Owner” in this agreement) takes title to all materials and supplies at the point of delivery;
- c. Exempt entity (“Owner” in this agreement) has the risk of loss for all materials and supplies; and
- d. Exempt entity (“Owner” in this agreement) has responsibility for all defective materials and supplies, including those incorporated into realty.

Any Use Taxes due under this arrangement, or if sales taxes are ultimately deemed to be due, would be paid by Owner.

The Owner and the Design-Builder will work in good faith to determine instances in which the purchasing agent agreement can be practically utilized to reduce the taxes on the project. The Owner understands that the Design-Builder will not be able to utilize the purchasing agent designation in many instances, and the Owner accepts responsibility to pay for any sales taxes that cannot be avoided under the purchasing agent designation.

The Purchasing Agent Agreement applies to the work packages specified in Exhibit L1, Exhibit L2, and Exhibit L5.

Cost Breakdown

Costs have been itemized in the full GP workbook submittal (Final GP4 Proposal dated June 1, 2022 and submitted by Design-Builder on the same date via email to Will Menkhaus). For more detailed information, please consult that submittal.

The following table summarizes the costs for this work package:

Description	Cost
Design-Builder General Conditions	\$15,192,988
Design-Builder Engineering Services During Construction	\$8,060,515
Design-Builder Procurement Costs	\$5,225,547
Construction Subcontracts	\$99,912,431
Commissioning and Startup	\$3,020,866
Instrumentation and Controls	\$3,510,073
Allowances	\$9,693,757
Contingency	\$9,003,349
Design-Builder Fee	\$10,801,294
Bonds, Insurance, and Taxes on Above	\$5,744,922
Total Cost	\$170,165,742

Terms of Payment

The Design-Builder will develop a complete schedule of values and payment schedule within (30) days of the signing of the Amended and Restated Contract dated June 7, 2022. The schedule of values and payment schedule is subject to review and approval by SPRWS. In general, unless otherwise specified, costs will be passed on to the Owner in accordance with the approved Schedule of Values.

Upon agreement between the Owner and the Design-Builder, the schedule of values will be used to govern payments for the work covered in this package.

“Off-Ramp” Scenario

By accepting the Guaranteed Price Proposal, the Owner has elected not to take the “Off-Ramp” described in Section 2.3.2.4(iii) of the Agreement for the work specified herein.

For the outstanding work planned for inclusion in GP5 such as lab facilities and final landscaping, the Owner continues to retain the right to take the “Off-Ramp”. In this event, the Design-Builder will remain obligated to deliver 100% complete plans for the lab facility, the final landscaping, and other such work to the Owner in accordance with the terms of the contract.

Project Staffing Levels and Associated Rights

The Guaranteed Price has been established with certain assumptions about the level of staffing required to complete the project. These assumptions are detailed in the workbook submitted with the GP proposal.

The Owner recognizes that the Design-Builder may discover ways to gain efficiency, reduce the level of on-site staffing required, and balance with off-site support. During contract negotiations, the Owner

reviewed the level of staffing planned for the project with the input of the Owner's Representative and determined that staffing assumptions are fair and consistent for a project of this magnitude and nature. This contract has been signed as a Lump Sum agreement, per the Contract Documents. If the Design-Builder carries fewer staff members throughout the construction phase, the Owner shall not be entitled to reduce compensation.

The Design-Builder is obligated to execute the Work in an efficient manner per the requirements of Section 2.6.1 of the General Conditions, including appropriately staffing the project. Should the Owner become concerned that staffing levels are insufficient to efficiently execute the Work, then the Owner shall convey those concerns to the Design-Builder in writing. If the Design-Builder does not address the Owner's concerns in the appropriate period, this may be considered when determining the appropriateness of contingency use for contingency requests.

The Design-Builder must staff the project appropriately in conformance with the Agreement. The Design-Builder may only consider reducing staffing levels if they are highly confident that such reductions will not compromise job performance in accordance with the terms of this Agreement.

Two limitations to the Owner's rights are enumerated below:

1. The burden of proof in this arrangement shall be on the Owner. In order to deny a contingency request (or a portion of a contingency request), the Owner must be able to clearly demonstrate that the staff shortages led directly to the contingency request. The Owner shall not be able to deny contingency requests on the basis of conjecture.
2. The intent of the provisions herein is to ensure that the Design-Builder does not deliberately understaff the project to reduce their expenses at the cost of diminished project performance. If the Design-Builder can compellingly demonstrate that project understaffing resulted from factors beyond the control of the Design-Builder, the Owner may not consider understaffing a sufficient reason to deny a contingency request. Difficult labor markets are an acknowledged risk, and the Owner understands that the Design-Builder does not hold meaningful control over the available labor pool.

Escalation

The Owner has elected to retain the risk of material and labor escalation for certain items. These items are identified on Tab 10A of the Guaranteed Price submittal workbook.

Cost increases resulting from changes in designs will not be treated as escalation costs. Cost increases resulting from design changes are handled by using contingency funds since the contingency has been built using assumptions about design evolution, design changes, and design risks.

When submitting a request for the use of escalation funds, the Design-Builder is responsible for providing the owner with the following:

1. The name of the specific item in question
2. The location in which the item in question was specifically listed in Tab 10A of the Guaranteed Price workbook
3. A price quote for the item from the time of the Guaranteed Price Proposal
4. A price quote for the item at the time when an escalation/allowance request is made

5. Evidence to demonstrate that the pricing at the time of the escalation/allowance request is a fair and accurate reflection of the market price for the material. This evidence includes, but is not limited to, one or more of the following:
 - a. Trend of Indices
 - b. Publications by reputable sources that demonstrate cost increase and trends
 - c. Quotes from multiple vendors, when and where possible
 - d. Narrative description of the reason why the price has changed

If the Design-Builder fails to provide the information specified in #1 – 5 above, the Owner will have the right to request additional backup. If additional backup clearly fails to meet the requirements specified in #1 – 5 above, the Owner reserves the right to reject the use of allowance funds for that escalation item. In all cases, Owner and Design-Builder recognize that this process is not part of the normal business practices of the overall supply chain, and, as such, backup will not always be clear and definitive in establishing the basis. In such cases, Design-Builder and Owner will work together (in concert with the subcontractor or supplier requesting use of the Escalation Allowance) to resolve the issue.

If the Design-Builder fails to provide evidence to demonstrate that prices are fair and reflective of market conditions, the Owner reserves the right to require the Design-Builder to obtain competing quotes/bids for the item. Owner and Design-Builder agree that that the overall impact to the project budget and schedule be considered when requesting competing quotes. Where possible, the Design-Builder will provide the escalation request to the Owner early enough to allow for competing quotes or bids to be obtained.

The schedule for this process is as follows:

1. Within 150 days following NTP, the Design Builder will provide to Owner the following information:
 - a. Completed requests for Escalation allowance Usage
 - b. Extensions of the schedule for materials where the 150 days is not practical or desirable.
 - c. Supporting information for escalation allowance usage or schedule extension.
2. Design Builder will receive, review, negotiate, and compile escalation requests as they are received and provide that information to SPRWS. Requests will be submitted to Owner within 7 days after they are deemed complete.
3. The Owner will review and return requests with any comments within 14 days of receipt. The Design Builder will meet with the Owner as requested during the review period to facilitate Owner review.
4. Any remaining open Escalation requests from suppliers / subcontractors after the initial 150-day period will follow the same process in this section.

The Design Builder will diligently work to protect the Owner from unfair price increases, to the extent possible, during this process. Management and execution of the process described above is included within the General Conditions of the L5 amendment. The Owner recognizes that the Design-Builder is responsible only for the cost of executing the process described above and not for the actual cost of the escalation in material prices. Escalation in prices for those items specified in Tab 10A of the Bid Book will be the Owner's expense to bear and will be paid for from the allowance funds specifically set aside for anticipated escalation. Any overage required to cover the escalation cost will remain the Owner's responsibility and require a Change Order.

Table of Escalation Items Covered by Allowance

The following table lists the escalation requests that the Owner will receive organized by subcontractor.

Design-Builder Contract ID	Allowable Escalation
4103	Yard Pipe and Process Mechanical, GP4 (Magney Construction)
	<ol style="list-style-type: none"> 1. Permanent Materials limited to various types of pipe (steel, DI, PVC, stainless steel, etc.), valves, pipe supports, and miscellaneous appurtenances (flange bolt, nut, gasket kits, miscellaneous small valves, etc.). 2. Asphalt paving subcontractor costs. 3. Precast box culvert (the material used to construct Lime Tunnel). 4. CLSM. (Controlled Low Strength Material, flowable concrete fill) 5. Concrete. 6. Rebar.
4104	Structural Concrete, GP4 (PCL Construction)
	<ol style="list-style-type: none"> 1. Permanent Materials limited to rebar and concrete. 2. Labor contracts for the concrete trades for the three-year period encompassing this project have been approved, but not ratified. Depending on the ratification, this may incur additional costs to the project, or not. 3. Rebar installation subcontractor costs. 4. Propane (gas only) for winter concrete.
4109	Metals Subcontractor, GP4 (Metro Manufacturing)
	<ol style="list-style-type: none"> 1. Permanent Materials limited to structural and miscellaneous metals of aluminum, stainless steel, hot-dipped galvanized steel, as well as FRP grating. 2. Aluminum handrail, kickplate 3. Ladders, stainless steel 4. Hatches, stainless steel 5. Grating, aluminum and stainless steel
4110	Roofing Subcontractor, GP4 (Central Roofing)
	<ol style="list-style-type: none"> 1. Permanent materials limited to roofing membrane material, insulation (roof insulation, below-grade insulation), adhesives, and accessories. 2. EPDM Flashing 3. Sheet Metal Flashing 4. Fasteners
4112	Painting Subcontractor, GP4 (S&Y)
	<ol style="list-style-type: none"> 1. Permanent materials limited to paint (including damp-proofing) and chemical-resistant coatings. 2. Labor contracts for the painting trades for the three-year period encompassing this project have been approved, but not ratified. Depending on the ratification, this may incur additional costs to the project, or not. 3. Sundries/ Consumables (rollers, brushes, tape, etc.) 4. 3rd Party Equipment Rental 5. Fuel
4201	Plumbing / HVAC Subcontractor, GP4 (MMC)
	<p>Permanent Materials limited to:</p> <ol style="list-style-type: none"> 1. Plumbing pipe, plumbing fittings (DI, copper, CPVC, DWV, stainless steel), trench drains, valves, pipe supports, and miscellaneous accessories, (bolts, nuts, gaskets, floor drains, roof drains, etc.) and insulation. 2. Plumbing equipment (hot water heaters, eyewash stations, etc.). 3. Plumbing hardware (sinks, toilets, appurtenances) and fixtures. 4. Ductwork (galvanized, aluminum and stainless steel), grills, registers, dampers, diffusers, and ductwork supports, and insulation. 5. HVAC equipment (Air Handling Units, Make Up Air Units, Exhaust Fans, Split system, Cabinet unit heaters, etc.). 6. HVAC controls (thermostats, detectors, etc.) and controls subcontractor. 7. HVAC conduit, wire, switches, etc. (may be subcontractor).
4301	Electrical Subcontractor (Premier)
	<p>Permanent materials limited to:</p> <ol style="list-style-type: none"> 1. Conduit, conduit fittings 2. Wire, wire appurtenances 3. Conduit supports 4. Electrical equipment (switchgear, generator, substations, etc.), and electrical distribution panels, low voltage electrical components, door security, security cameras, and precast electrical handholes / manholes. 5. Lighting 6. Fire Alarm subcontractor 7. Lightning Protection subcontractor 8. Fiber Optic Cabling, Terminations, Panels
4401	Integration, GP4 (InControl)
	<p>Permanent Materials limited to:</p> <ol style="list-style-type: none"> 1. Instrumentation (pressure transmitters, flow meters, etc.) 2. Control Panels (PLC, OIT, PLC hardware) 3. Analyzers (online measurement tools like pH meters, chlorine meters, etc.) 4. Furniture (consoles)

Additional Assumptions and Clarifications of the Proposal

The following table includes additional assumptions and clarifications noted in the GP proposal:

1	DESIGN-BUILDER, GENERAL AND PROJECT-WIDE
2	We did significant value engineering work over the last couple weeks of this proposal and have relied on those changes for the GP4 proposal price. Those changes are detailed in Exhibit L7. It should be noted that where conflicts exist between the drawings in Exhibit L7 and the description provided in this table, the description provided in this table controls and defines the basis of the scope for the GP4 proposal. The conflicts will be reconciled as the design is completed between 90% and the 100% Issued for Construction documents. In many cases, the 90% documents will be incorrect due to these value engineering changes.
3	There are several items that moved to a future GP5 as they are still in progress. Please see contract Exhibit L5 for additional details.
4	Please reference the Scope Baseline set of drawings included in Appendix 100 E to this proposal. Those drawings include many notes that will help clarify details included in this proposal. For the sake of brevity, not all of the notes included on that set of drawings are included on this tab.
5	We have included an Allowance for remediation of the backyard at the SPRWS-purchased house on Beaumont. We assume that this house will be remediated and resold sometime in 2025 (property will be available for construction until then).
6	The new bathrooms in the new Lime Building will be out of service in the Fall of 2025 while the new sewer line is being reconnected in it's permanent configuration.
7	Escalation estimates included in this GP are for inclusion in an Allowance intended to cover the unprecedented escalation the market is currently experiencing. Should SPRWS desire to shed risk to Jacobs for escalation, we can discuss.
8	Please review the locations noted where safety tie-in for roof access has been provided (not on all roofs). In general, roofs where 10 FT leading edge is maintained have NOT been provided with permanent tie-off systems.
9	We have included costs in GP4 for monitoring indoor air quality in the existing lab and office spaces. We have not included any provisions for blocking of vents, HVAC systems, etc. If this becomes an issue at any point during construction we will work with SPRWS to remedy immediately.

10	<p>The General Conditions and SDC pricing included in GP4 includes the period of time for the Lab / Office remodel (happening concurrently with final demolition and site work). The work slated for GP5 includes:</p> <ol style="list-style-type: none"> 1. All demolition and rehabilitation work in Flocc2 basins and main floor area. 2. Reroofing of the Flocc2 structure. 3. All improvements in the Flocc2 building (windows, concrete, office spaces, laboratory equipment, etc.). 4. Removal and replacement of existing, damaged / deteriorated fascia on the exterior of Flocc2 building. 5. Removal and replacement of existing roof.
11	<p>As-Built data and field investigations do not indicate any existing piles under the SCCs or Clarifier 1 (locations for installation of new plant facilities) so we have not included any costs for removing existing piles in these locations where they could interfere with new infrastructure.</p>
12	<p>We have discussed establishing an interim work package if GP3 work moves faster than anticipated or GP4 falls behind and costs for GP4 will be incurred (General Conditions, Services During Construction, concrete work, etc.). This will be addressed if these circumstances present themselves.</p>
13	<p>It has not been possible to drill geotechnical borings under the existing SSBs. It is possible that there are conditions that could impact the design and result in a Differing Site Condition.</p>
14	<p>All subsurface conditions are assumed per the Phase 1 geotechnical investigations. Deviations from the information constitutes a Differing Site Condition per the Prime Agreement.</p>
15	<p>This GP assumes that existing gates and valves work unless investigated otherwise or indicated as non-functioning in the Plant Valving Diagram provided to Jacobs during the Project Procurement Activities.. We have not included bypass pumping costs for maintaining plant flow.</p>
16	<p>We have discussed and planned for a maximum flow rate through the Figure 8 of (80) MGD.</p>

17	<p>We are constructing the new plant in proximity to the existing, aged facilities. We have approached this risk in this way:</p> <ol style="list-style-type: none"> 1. We have included an Allowance for patching leaks in the existing tanks. 2. We have included a shoring wall immediately north of the existing recarbonation tank. 3. We have included a cutoff wall along the west side Clarifier 3, 4, 5 to retain underslab materials. 4. The permanent design for the Flocculation 2 wall includes a concrete cutoff wall along the north side of the existing Figure 8. 5. We maintained the existing wall along the east side of Flocculation Basin 1 and will brace, install concrete, or backfill to maintain appropriate pressures against this wall. <p>These means and methods are based on our best understanding of the existing as-builts, field investigations, and due diligence to date. With this approach, we believe we have a clear plan on what is a Differing Site Condition as defined in the Prime Agreement, and what is not.</p> <p>Additional means and methods beyond these would mean that the existing structure(s) is in a condition other than what could be expected. For example, existing damage or degradation to the existing facilities that could not have been known in the field investigations to date would constitute a Differing Site Condition.</p>
18	<p>All material testing, concrete testing, surveying, field density testing, weld testing, etc. for GP3 is covered in GP4, with the exception of testing covered in Tab 09 Allowances.</p>
19	<p>We have not assumed that the existing wooden piles are an issue for construction in the SSB and Clarifier 1 areas. As-Builts and explorations do not indicate that piles are present.</p>
20	<p>We have not included any costs for treatment of groundwater due to contamination by treatment plant chemicals.</p>
21	<p>This proposal is based on the assumption that the current GP1 - 5 packages are awarded based on the schedule communicated. Changes to these award dates may delay the overall schedule (i.e. GP2 work needs to be complete for GP3 work and, in turn, GP4 work starting on time is dependent on GP2 and GP3 work).</p>
22	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>SPRWS and Jacobs will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and Jacobs will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.</p>
23	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will inform SPRWS of planned water use and SPRWS will approve water usage; Jacobs and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
24	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, Jacobs assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, Jacobs will remedy the issue.</p>

25	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. Jacobs will work with SPRWS to ensure the appropriate accounts are set up and available.</p>
26	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>
27	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>
28	<p>Recently passed legislation includes a Build America Buy America provision that may modify the requirements of American Iron and Steel. We have not included pricing for this provision as impacts are currently unknown.</p> <p>If / once adopted, the regulations will constitute a change in funding requirements per Section 2.6.3 and the legal requirements per Section 2.4 of the General Conditions.</p> <p>We understand that SPRWS may need to ask for a waiver from these new requirements should they apply to GP4 (but not GP1, 2, 3).</p>
29	<p>This GP has been prepared using the LS Design-Builder fees.</p>
30	<p>If the calculated escalation is less than the Allowance amount indicated, the contract between Jacobs and SPRWS will be decreased by the corresponding amount plus the associated Design-Builder Fee. If the calculated escalation is greater than the Allowance amount, the contract will be increased by the corresponding amount plus the associated Design-Builder Fee.</p>
31	<p>Sales taxes were calculated at 7.375% based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p> <p>It is our current understanding that Ramsey County Use Taxes will be due even if the Sales Tax exemption is utilized.</p>
34	<p>DESIGN-BUILDER, GENERAL CONDITIONS (01)</p>
35	<p>Design-Builder assumes that SPRWS will assist with locating enough parking on site for the duration of the project. Costs for busing and/or transportation from another parking location is not included.</p>
36	<p>Design-Builder General Conditions estimate is based on the project schedule and a start date (for the GP4 GCs) of October 3, 2022.</p>

37	DESIGN-BUILDER, ENGINEERING SERVICES DURING CONSTRUCTION (03)
38	<p>Design-Builder GP4 ESDC estimate is based on supporting construction from October 1, 2022 through August 1, 2026.</p> <p>Jacobs will have, at minimum, (1) lead resident engineer on site for the full duration. Additional discipline resident engineer's will be on site for 6 to 12 months at a time as construction progresses. Disciplines are anticipated to include Civil/Structural, mechanical and electrical/controls engineers.</p>
39	<p>We have assumed that Jacobs will have one (1) security staff to operate the Roselawn gate and temporary construction gate during construction hours only. SPRWS agrees to accommodate for gate opening needs during non-construction hours to operate the Roselawn and temporary construction gate. In other words, SPRWS sometimes has truck deliveries outside of construction work hours where the operators may need to open the construction gate.</p>
40	<p>The ESDC effort for As-Built Drawings/Models is to as built the current Bentley platform 3D models and produce as-built PDFs and AutoCAD translations. Conversion of the 3D models to another software or development/integration of the model into another digital system would be developed and scoped as part of an allowance.</p>
41	DESIGN-BUILDER, PROCUREMENT (04)
42	<p>Please reference the numerous notes on Tab 10.1 with regards to equipment inclusions / clarifications.</p>
43	DESIGN-BUILDER COMMISSIONING AND STARTUP (06)
44	<p>The GMP has been developed based on a preliminary plan for performing commissioning and testing activities in accordance with the Draft Training Plan, Startup and Commissioning Plan Annotated Outline, Acceptance Test Plan Annotated Outline, and current master schedule. No additional testing beyond those identified in these plans has been identified for regulatory approval (e.g., tracer testing) nor is included in the estimate.</p>
45	<p>SPRWS will provide potable water for construction and commissioning activities at no cost to DB (including for leak testing, pressure testing, disinfection, and commissioning). DB will provide temporary connections to potable water system required to fill facilities for testing purposes (carried in GCs).</p>
46	<p>City will allow Design-Builder to transfer lime sludge from the existing facilities to aid in process startup of the new softening clarifiers. Design-Builder has included costs for temporary pumps and piping to transfer the lime sludge.</p>
47	<p>Field demonstration of Hydraulic Performance Standards are not included and can be demonstrated via hydraulic modeling (running all 4 SCCs at full bore may not be possible).</p>
48	DESIGN-BUILDER, INSTRUMENTATION AND CONTROLS (07)

49	Integration of new with existing plant systems is limited to select systems (FeCl, replacement PLCs).
50	SPRWS staff provided Jacobs with direction on SPRWS preferred instruments. The I&C subcontractor (InControl) has noted that several of these selections are inconsistent with what they've done for SPRWS in the past.
51	Auma actuators were included with this proposal. We understand that Rotork was preferred, but availability was difficult and added \$300K in costs. Some of these actuators were removed in the final value engineering effort.
52	Subcontract 4102, Demolition and Earthwork, GP4 (Rachel Contracting)
53	The subcontract package for GP3 includes all demolition, earthwork, shoring, etc. work for the entire project. GP4 includes overflow piping, revised pond work, and final landscaping. All work associated with the new lab / office (including demolition work), and any work in the existing Lime Building (cleanout) or existing Lab (cleanout). This work will be included in GP5.
54	GP3 - We are not planning on stockpiling at Sandy Lake (materials will be hauled offsite and replaced at the end of the project as needed). We are planning on precasting for DN Tanks at Sandy Lake in the fall of 2022.
55	GP3 - We have included extensive shoring along the existing recarbonation and Clarifier 3, 4, 5 facilities to protect existing facilities (undermining, wall loading) from construction.
56	GP3 - We have not included deep foundations under any new facilities.
57	Access into and out of the site is assumed to be through the construction access directly onto Roselawn east of the Low Service Reservoir.
58	We are assuming access to the Sandy Lake area (immediately north of Roselawn) is available for laydown (deliveries, potential precasting areas, etc.). We will work with SPRWS to grade and restore the site before and after use to ensure minimal impacts to SPRWS operations.
59	This existing Solids Handling Facility and sludge storage tanks will be inside the fenced boundary for the construction area. We will work with SPRWS to ensure safe access, we need SPRWS to abide by project safety rules while inside the active construction area.
60	We have established a plan, in concert with SPRWS, to allow for delivery of lime during construction. This plan alters the current delivery approach and we've included costs to provide a paved loop access road for lime deliveries as well as minor reconfiguration of the existing lime hopper to facilities the new lime delivery approach.
61	All access points from the existing facilities that face the construction areas (doors on the north side of Flocculation Basin 2 for example) will be permanently blocked (framed walls) for the duration of the construction project. Doors on the south side of the Filter Building will be temporarily blocked during construction in those areas.

62	The excavation and ramp access for the construction will mean that access to the Clarifier 3, 4, and 5 basins will have to be from the south and east. It appears that plant personnel currently access them from the north, which will no longer be possible after commencement of construction activities.
63	The existing storm sewer line located north of the existing Lime Building will be CLSM filled and abandoned in place (where it is not to remain in service).
64	The existing large diameter steel and ductile RW lines that connect the Terminal Chambers to the existing Lime Building will be abandoned in place. The ends will be CLSM or concrete filled.
65	In GP4 we received a quote for hazardous materials remediation based on the completed survey. The Allowance included in GP3 should be sufficient to cover this work.
66	Subcontract 4103, Yard Pipe and Process Mechanical, GP4 (Magney Construction)
67	We understand that all live pipe taps will be completed by SPRWS (on their pipelines) and have not included any costs for this work.
68	GP3 includes underslab work to facilitate the schedule (encased pipe under facilities 300 and 400). All other plumbing and piping is included in this GP4.
69	GP3 - We utilized granular fill around encasements under the SCC and Gallery slabs. We included an Allowance for CLSM if required.
70	We have not assumed demolition, removal, or filling of the existing RW piping from the Terminal Chambers to the existing facilities. However, we have included demolition of (2) existing RW meter vaults because they are in the way of the new drainage pond grading.
71	GP2 - Please reference the Risk Register (on SmartSheet or Tab 10.4 in this workbook) for concerns about the possible means and methods for sealing the existing gates between the Figure 8 and SSB.
72	For either a LS or GMP delivery, scope and schedules for GP2, 3, and 4 overlap in time and space through the end of 2022. We will set up a system for tracking costs and invoicing correctly that we will review with SPRWS.
73	Subcontract 4104, Structural Concrete, GP4 (PCL Construction)
74	The splitter box for 72" OW into the existing Figure 8 is included in GP4. This box must be built with GP3, we will work with SPRWS to find a way to facilitate that reality.
75	Assumes that tower crane foundation can be left in place (elevation is below all new infrastructure).

76	Subcontract 4110, Roofing Subcontractor, GP4 (Central Roofing)
77	No roofing at the Terminal Chambers facility has been included in the GP.
79	Please see Scope Baseline for details on scope of work included but not necessarily indicated on the drawings at this time.
80	Subcontract 4112, Painting Subcontractor, GP4 (S&Y)
81	<p>Only painting specifically included in the final SPRWS direction has been included. In general, this includes:</p> <ol style="list-style-type: none"> 1. All process pipe and equipment painting, labeling, stenciling, and tagging typically required on similar work, 2. DN Tanks will be painting the exterior of the new domes and ring beams down to finished grade. No interior painting of the SCCs has been included. 3. The Painting Subcontractor has included the following architectural painting: <ol style="list-style-type: none"> a. Facility 100: exterior of the Terminal Chambers, touch up of the interior. b. Facility 200: exterior precast sealer, interior of the chemical rooms to floor / grating level, interior of the bathroom and stairwell of the floor level. No painting in the interior west side has been included. No chemical coatings in the containment areas were included. c. Facility 300: exterior precast sealer, interior of upper level precast only. d. Facility 400: exterior precast sealer, interior of upper level channel gallery only, interior of chemical room, high-performance coatings in the containment areas. e. Facility 650: exterior precast sealer, interior of all walls in the connector walkway. <p>Damp-proofing of below grade exterior concrete has been provided for all structures where the inside of a buried wall is a dry space (lower level of the Gallery, for example). No damp-proofing was provided for the frost footers at the connector (650) or Lime Building (200), even though these current drawings show damp-proofing (reference Scope Baseline set).</p>
82	Subcontract 4113, Window Subcontractor, GP4 (WL Hall)
83	We used 2.5" translucent wall panel systems in lieu of 4" (major cost savings).
84	Subcontract 4201, Plumbing / HVAC Subcontractor, GP4 (MMC)
85	We have not included an plumbing or HVAC work in the Terminal Chambers.
86	To save on temporary heating costs, we have assumed that we can use the new HVAC systems in Facilities 200, 300, and 400 prior to turning over to SPRWS. All filters will be replaced such that units are in a like-new condition when turned over.
87	Subcontract 4401, Integration, GP4 (InControl)
88	Integration of new with existing plant systems is limited to select systems (FeCl, replacement PLCs).
89	Subcontract 4301, Electrical Subcontractor (Premier)

90	We have included arc flash / coordination study for new equipment / electrical systems only. We have assumed that the entire existing system does not need to be redone.
91	Lightning protection systems have only been included for new buildings.
92	Jacobs and SPRWS are engaged in value-engineering work to lower the overall cost of the electrical work. We have included the full-cost numbers in this draft workbook.
93	There is a current concern with the location of the generator and switchgear (close proximity to Ozone / Recarb). We have not included any costs for relocating the electrical equipment or providing secondary containment for the generator or switchgear. Should these become necessary, associated costs will be addressed via contingency use or Change Order as mutually agreed to.

Exhibit L6: Final Project Work Package

McCarron's Water Treatment Plant Improvements

Scope of Work

The scope of work described below is a summary of the work to be performed and is not an exhaustive listing. Drawings and bid forms developed at the time of the execution of this contract amendment describe the full scope of the work to be performed. In general, the scope of work for this work package consists of:

- Demolition of existing infrastructure within the present-day Floc 2 space for the purpose of enabling construction of new facilities
 - Existing 3" PVC chlorine solution lines (Qty. 2 orange) are out of service. Remove lines back to 2nd trapeze hanger north of existing wall of hallway to filters. See photos 1, 9, 10, 12, 16-19, 21, 22, 24, 25 and 26.
 - Existing 1" ammonia vapor line in 4" carrier (Qty. 2 yellow) is out of service. Removes line back to 2nd trapeze hanger north of existing wall of hallway to filters. See photos 1, 9, 10, 12, 16-19, 21, 22, 24, 25 and 26.
 - Existing 1" FECL3 pipes (red) remove back to feed pump in adjacent chemical room. See photo 14.
 - Existing 6" non-potable, green (to fire suppression system) to remain in service. Disconnect service water (multiple locations) at valve closest to main and blind flange or plug. Remove service water lines and hose bibs. See photos 13-18.
 - Existing 4" non-potable, green. Disconnect and blind flange valve located above filter 1.
 - Abandon in place up to just inside Floc 2. Remove pipe inside floc 2 area. Label abandoned pipe. See photos 7 and 13-18.
 - Heating Water lines. Disconnect and cap all unit heaters at main header. Demo unit heaters. See photo 7, 22 and 25.
 - Raw water sample line, 4" green PVC at southwest corner of floc 2. Demo to ground level, coordination required with Jacobs. See photo 16.
 - Electrical conduits and hangers going towards recarb/floc3 to be demoed. Electrical conductors to be removed as part of phase 2 demolition of recarb/floc3 and clarifiers 2-5.
 - Lighting fixtures and receptacles to be removed in floc 2.
 - Electrical conduits/conductors feeding equipment in floc 2 to be demoed. Conductors to be disconnected at bucket/breaker in electrical room and pulled from conduit. Coordination required with Jacobs. See photos 28, 29, 30 and 31.
 - All conduits/conductors feeding equipment not being demoed as part of floc 2 to remain. Coordination required with Jacobs.
 - All other items detailed in drawings and contractor bid forms.
- Demolition and removal of all equipment and infrastructure in the old treatment plant's lime facility (all infrastructure that no longer serves a purpose)
 - Cut and cap all process/chemical piping entering the lime building at the inside of the walls where they first enter the building.
 - Cut and cap potable/utility water at the first junction before entering the lime building.
 - De-energize and de-term power in the electrical room for lime facility mechanical equipment. Remove breakers and leave them as spares. Do not remove electrical gear.

- Leave the HVAC in the electrical room and unit heaters in the chemical areas operational.
- Leave lighting operational.
- Remove mechanical/process equipment.
- Cover holes in floors where equipment has been removed with plates or similar to eliminate fall hazards.
- All other items detailed in drawings and contractor bid forms.
- Construction of all Stormwater Infrastructure on Site as detailed in project drawings. Includes: All pipework and supporting infrastructure to connect ponds A, B, C, D, and E in addition to infiltration prep and testing for pond floors as required.
- Tree planting, turf restoration, landscaping maintenance, and other associated work as detailed in RFI 704 and the bid form from Margolis
- Installation of walls within the Figure 8 channel to facilitate the movement of water from the new plant to the existing filters in the manner designed.
- Installation of a water line to connect W1 in the 650 connector to the designated water source
- Removal and capping of piping for ammonia, chlorine, ferric chloride, fluoride, heating water, raw water sample lines, etc. as detailed in project drawings and Magney's bid form.
- Sandblasting and coating of the Figure 8 channel as detailed in the bid form from S&Y
- Retrofit/overhaul of the existing Floc 2 space, including:
 - Pouring a new floor slab over the floc 2 basins (along with all associated structural support for the floor slab)
 - Installation of doors, windows, skylights, and infills of existing doors and windows
 - Re-roofing of the Floc 2 area
 - Construction of a lab space within the Floc 2 area, including construction of walls, installation of cabinetry, flooring, painting, ceilings, etc.
 - Installation of electrical, HVAC, sanitary sewer, storm water, chemical, etc. lines within the Floc 2 area
 - Fire protection for the Floc 2 area
 - Construction of an operator space, electrical storage room, offices, etc. as detailed in project drawings
 - All other modifications to the Floc 2 space detailed in the project drawings and bid forms
- All project management, engineering services, temporary facilities, etc. required to support the work

For additional scope details, see Exhibit L7-6, which includes a summary of clarifying RFIs to the GP5 documents, a summary of Value Engineering decision made during the negotiation of GP5, and the schedule for work package 5 work upon which this contract is based.

Contract Price

The Owner hereby agrees to pay the Design-Builder a Lump Sum Amount of **\$12,986,519** for the scope of work described above.

Additionally, the Owner has set aside **\$1,058,063** for allowance items. These funds are available in addition to the Lump Sum Amount described above subject to the terms of the Agreement.

The total price for this work package is **\$14,044,582**.

The Owner has agreed to fund **\$2,982,090** of the lump sum value using a surplus of allowance funds in previously awarded work packages making the total contract value for this work package **\$11,062,492**. Because the **\$2,982,090** of surplus allowance funds from previous work packages have already been included in the contract value via previous amendments, this contract amendment will add only **\$11,062,492** to the total contracted value of the work for the project, which is defined in section 7.2.4 of the Agreement.

Utilization of Allowances from Previous Work Packages

As indicated above, surplus allowance funds from previous work packages have been designated for use in paying for portions of work that are covered under Work Package 5. At a project administration level, new allowances have been created as noted below:

- Within Work Package 1, allowance GP1GP5 has been created. \$741,146 of surplus allowance funds from GP1 Allowance 1 have been transferred to allowance GP1GP5.
- Within Work Package 2, Allowance GP2GP5 has been created. A total of \$240,502 of surplus allowance funds from GP2 Allowance 3 and GP2 Allowance 4 have been transferred to allowance GP2GP5.
- Within Work Package 3, Allowance GP3GP5 has been created. A total of \$392,430 of surplus allowance funds from GP3 Allowance 2, GP3 Allowance 5, and GP3 Allowance 8 have been transferred to allowance GP3GP5.
- Within Work Package 4, Allowance GP4GP5 has been created. A total of \$1,608,012 of surplus allowance funds from GP4 Allowance 2, GP4 Allowance 3, GP4 Allowance 18, and GP4 Allowance 19 have been transferred to allowance GP3GP5.

Allowance requests against these allowances (GP1GP5, GP2GP5, GP3GP5, GP4GP5) for the full values specified above are hereby approved by SPRWS. Payment schedules for these allowances shall be defined by a schedule of values that is mutually agreed upon by SPRWS and Jacobs and shall generally be aligned with the percentage complete for GP5 work.

Timeline of Work

The Design-Builder will proceed with the work included in this work package after Notice to Proceed with the work is provided by the SPRWS Project Manager. The SPRWS Project Manager will provide the Notice to Proceed upon signing of the contract and issuance of a Purchase Order.

Substantial Completion of the Project and Final Completion have been renegotiated as part of this package as described in the Agreement. A full breakdown of the anticipated project schedule used when compiling the price proposal can be found in Exhibit L7-6. Demolition in existing plant facilities will not begin until the new facility has passed Acceptance Testing. SPRWS will entertain requests to demolish infrastructure in these areas prior to this time period, provided that the infrastructure does not serve a vital treatment purpose.

Cost Breakdown

Costs have been itemized in the full GP workbook submittal (2025.02.28 - Final Accepted GP5 Bid Book.xlsx). This final workbook was formally accepted by Will Menkhaus (SPRWS project manager) via email to Leslie Sjobom (Jacobs Project Manager) on Feb. 28, 2025. For more detailed information, please consult that submittal.

The following table summarizes the costs for this work package:

Description	Cost
Design-Builder General Conditions	\$937,642
Design-Builder Engineering Services During Construction	\$275,205
Design-Builder Procurement Costs	\$125,055
Construction Subcontracts	\$10,004,429
Commissioning and Startup	\$0
Instrumentation and Controls	\$0
Allowances	\$1,058,063
Contingency	\$567,571
Design-Builder Fee	\$631,806
Bonds, Insurance, and Taxes on Above	\$444,811
Total Cost GP5 Proposal	\$14,044,582
Previous GP Proposal Allowances Available	(\$2,982,090)
Contracted Value GP5	\$11,062,492

Terms of Payment

The Design-Builder will develop a complete schedule of values and payment schedule within 30 days of the signing of the contract amendment that incorporates this exhibit. The schedule of values and payment schedule is subject to review and approval by SPRWS. The schedule of values should be of a similar format and level of detail to that used for work completed on the project to date. In general, unless otherwise specified, costs will not be passed on to the Owner until they have been incurred by the Design-Builder.

Upon agreement between the Owner and the Design-Builder, the schedule of values will be used to govern payments for the work covered in this package.

Escalation

The Design-Builder and their associated subcontractors have accepted all risks associated with material and labor escalation related to work package 5. As part of the negotiation efforts, SPRWS, the Design-Builder, and their subcontractors engaged in conversations on this topic and agreed that the Design-Builder would carry risks of escalation within their fixed costs for the work.

Tariffs

Section 2.4.2 and Section 3.7.1 of the General Conditions of Contract identify changes in law which are enacted after the date of the Agreement as grounds for potential cost adjustments. During the process

of developing pricing for Work Package 5 there have been substantial changes to the legal landscape, most notably with regard to tariffs.

Because tariff regulations are shifting rapidly and difficult to predict over the short or long term, the changes in tariffs that have occurred since Jan. 20, 2025 have not been considered in the pricing of the fifth work package. If tariffs increase in a way that materially impacts the cost of work for Work Package 5, the Design-Builder will be entitled to commensurate adjustments to contract price. Such adjustments in contract price will only be granted to account for the direct impacts of tariffs and not to broader changes in price which may or may not be tariff-related.

The Design-Builder and their subcontractors recognize, however, that they bear the burden of proof with regard to demonstrating how tariff changes which have occurred after Jan. 20, 2025 have materially impacted project costs. The owner will approve only those changes to contract value which are demonstrated to be valid outcomes of changing legal requirements through appropriate documentation. At a minimum, such documentation should:

- Identify the item or items in question
- Demonstrate that the items are imported and are subject to tariffs
- Demonstrate what tariffs (if any) were applicable to the item/items prior to Jan. 20, 2025
- Demonstrate what tariffs apply to the item/items at the time of proposed purchase
- Demonstrate that there is not a better-value alternative available
 - o Note: “Better-value” requires consideration of quality, schedule impacts, operability, and other such factors in addition to cost. SPRWS recognizes that changing materials/suppliers may result in increases in the raw cost of an item or auxiliary costs. SPRWS will shoulder these costs in the event that a change in material/supplier is the more cost-effective solution to a change in tariff regulations.

Additional Assumptions and Clarifications of the Proposal

BID PACKAGE 001: DESIGN-BUILDER	
DESIGN-BUILDER, GENERAL AND PROJECT-WIDE (00)	
1	This proposal is based on the assumption that the current GP5 package is awarded based on the schedule communicated. Changes to these award date may delay the overall schedule.
2	This proposal assumes that SPRWS will be paying for consumption / usage costs for all electricity used on the project. Therefore, we have not included any of these costs in this GP proposal. SPRWS and Jacobs will work together to ensure that all temporary and revised permanent electrical loads are within all appropriate limits and do not limit the operation of SPRWS facilities. Additionally, SPRWS and Jacobs will work together to plan outages and plant interruptions to avoid any unplanned outages to the operating facility.

3	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all potable water used on the project. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will inform SPRWS of planned water use and SPRWS will approve water usage; Jacobs and SPRWS will work together to ensure construction activities do not impact regular service to customers.</p>
4	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sanitary sewer used on the project for the temporary facilities. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs will not dispose of any hazardous or problematic waste into a SPRWS-owned sanitary sewer. Given the small amount of additional flows from the construction office trailers, Jacobs assumes that sewer fees will not increase and capacities will not be impacted. If that is incorrect, Jacobs will remedy the issue.</p>
5	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all chemicals associated with the operating plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs has the responsibility to coordinate and schedule the commissioning and startup chemicals so that they are onsite at the appropriate time. Jacobs will work with SPRWS to ensure the appropriate accounts are set up and available.</p>
6	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all stormwater associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>Jacobs is responsible for complying with all stormwater requirements and for any fees / fines that result from inadequate stormwater provisions or protections.</p>
7	<p>This proposal assumes that SPRWS will be paying for consumption / usage costs for all sludge handling associated with the plant. Therefore, we have not included any of these costs in this GP proposal.</p> <p>All sludge from the new facilities will be piped to the existing storage tanks, GVTs, and filter presses.</p>
8	<p>Proposal does not include Build America Buy America ("BABA") provisions as we do not believe these are applicable.</p>
9	<p>Labor and material escalation for all packages have been incorporated into the direct costs of each subcontractor with the exception of material escalation for S&Y. Jacobs has agreed to own the risk associated with material escalation for this Subcontractor and carried the associated costs under General Conditions</p>
10	<p>Sales taxes were calculated at 8.375% (4th quarter 2024) based on the 1900 Rice Street address for the Plant from the following website: https://www.revenue.state.mn.us/sales-tax-rate-calculator.</p>
11	<p>Jacobs assumes all GP5 permits will be funded with the established GP4 permit allowance budget.</p>
12	<p>Substantial Completion of the Project and Final Completion milestone dates have been revised by approximately 6 months as a result of detailed scheduling/sequencing of GP5 activities.</p>
13	<p>Pre-Demolition Hazardous Building Material Inspection Report prepared by Braun and dated April 7, 2022 was the basis of scope for Hazardous Material handing associated with GP5.</p>

14	Subsurface Exploration and Geotechnical Recommendations Report Rev 002, dated November 10, 2022 and stamped by Charles Winter was the basis of scope for GP5.
15	GP5 scope and pricing is based off the IFC documents with revisions made via RFI as documented in the GP5 RFI Log.
16	Value Engineering items have been captured in this proposal as documented in the GP5 VE Log.
DESIGN-BUILDER, GENERAL CONDITIONS (01)	
1	The General Conditions estimate is for the extended 6 months of schedule only.
2	No additional costs for security staff have been included in this proposal. If additional security staff is required beyond 8/19/26 it will be funded via Allowance.
DESIGN-BUILDER, ENGINEERING SERVICES DURING CONSTRUCTION (03)	
1	Design-Builder Services During Construction estimate is for the extended 6 months of schedule only.
2	Per discussions with SPRWS we have included 1.5 people for one week after Acceptance Testing available to provide technical input to SPRWS during groundwater optimization of the plant. If SPRWS requests demolition or other successors to Acceptance Testing to be put on hold for optimization there will be cost and schedule impacts.
DESIGN-BUILDER, PROCUREMENT (04)	
DESIGN-BUILDER, COMMISSIONING AND STARTUP (06)	
DESIGN-BUILDER, INSTRUMENTATION AND CONTROLS (07)	
Bid Package 4102 GP5 - Demolition, Earthwork, Site Improvements Sub	
1	Subcontractor costs in the proposal includes escalation for labor and material.
2	Floc2 tanks and Figure eight channels not utilized in final process flow will be "construction cleaned" only. Removal of debris only.
3	Jacobs has assumed existing temporary sludge pipe in yard can be abandoned in place to avoid cost of demolishing surface improvements installed prior to AT.
4	Lime auger system will be removed from the exterior wall and roof of the existing lime facility. Proposal assumes removing/cutting brackets and equipment at a safe distance from existing facility walls and roof components to not damage the existing facility. The proposal carries no costs to replace or repair the existing lime facility roof.

5	SPRWS drains and washes down all process water/fluids prior to demo. This includes all process pipe, chemical pipe, tanks, basins and equipment in both the Floc 2 facility and the existing lime facility.
6	Sequencing of GP5 activities make it likely that final paving will occur into the Spring of 2027. As agreed to with SPRWS, final paving is exempt from Liquidated Damages and can be excluded as a condition of Substantial Completion of the Project; to be completed prior to Final Completion.

Bid Package 4103 GP5 - Figure Eight Modifications / Mechanical Make Safe

1	Subcontractor costs in the proposal includes escalation for labor and material.
2	Magney work under GP5 has been marked up as a partner.
3	Figure 8 inspection/concrete repair/crack injection durations have been assumed without evaluating existing conditions. Allowance carried for all cost associated with concrete repair/crack injection and schedule impacts over duration carried in the contract schedule.
4	SPRWS drains and washes down all process water/fluids prior to demo. This includes all process pipe, chemical pipe, tanks, basins and equipment in both the Floc 2 facility and the existing lime facility.
5	GP5 Proposal assumes that all existing gates, stop logs, and valves are functioning to stop process water from entering the work area during construction activities. Any additional work required to seal and or repair existing SPRWS infrastructure will require a change order prior to commencing with the work. Subcontractor cost, Schedule, and GC's will be affected.
6	SPRWS will assist in coordination and implementation of shut down of the Figure Eight channels and Filters to facilitate Figure Eight construction activities.

Bid Package 4107 GP5 - Laboratory / Subcontractor

1	Subcontractor costs in the proposal includes escalation for labor and material.
2	SA/RCW (sample recarbonated water) lines (shown on 650-D-2001) will not be tied into lab until GP5. SPRWS will need to do grab samples at remote locations until then.
3	During heavy demolition activities carried under GP3 contract it will be necessary to utilize the plant facility road to access the south and east side of the filter building for access to the laboratory renovation.
4	Demolition lines of demarcation and basis of scope was developed during field walks with SPRWS and has been summarized in the attached Demolition Scope document.

Bid Package 4113 GP5 - Painting

1	Subcontractor costs in the proposal includes all escalation on labor only. Jacobs has agreed to own the risk associated with material escalation for this Subcontractor and carried the associated costs under General Conditions
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Bid Package 4116 GP5 - Landscaping

1	Subcontractor costs in the proposal includes escalation for labor and material.
2	Subcontractor proposal reflects landscaping scope as documented in RFI 704 and 719. This is greatly reduced from what is shown on the drawings and/or approved by permitting agencies. We have also carried 5 acres of groundcover (unseeded mulch) to stabilize soils over winter. Any changes to the landscaping scope for permit approval/compliance or otherwise will be funded via allowance and/or change order.
3	Sequencing and planting/seeding windows governed by the Specifications make it likely that final landscaping will occur into the Spring of 2027. As agreed to with SPRWS, the landscaping scope is exempt from Liquidated Damages and can be excluded as a condition of Substantial Completion of the Project; to be completed prior to Final Completion.
4	Current estimate assumes temporary parking lot will remain (hydroseeding in this area has been removed from the scope) and the walking path has been eliminated.
Bid Package 4401 GP5 - Integration	
1	Subcontractor costs in the proposal includes escalation for labor and material.

Exhibit L7-1: First Early Work Package

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L7-2: Second Early Work Package

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L7-3: Not Used

McCarron's Water Treatment Plant Improvements

Exhibit L7-4: Third Early Work Package

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L7-5: Balance of Plant Package

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L7-6: Final Project Work Package

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L-8: Preliminary Design Report

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit L9: Design-Build Schedule

McCarron's Water Treatment Plant Improvements

The Schedule included in this section does not govern work performed after Substantial Completion of Treatment Facilities. See Exhibit L7-6 for schedule information related to Work Package 5.

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	D	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O					
McCarrons Water Treatment Plant Project		1280		25-Oct-21 A	17-Nov-26			17-1																																																											
Milestones		1741		11-Feb-22 A	17-Nov-26			17-1																																																											
A4200	GP2 NTP	0	100%		11-Feb-22 A	ALL	GP2	◆ GP2 NTP																																																											
A4220	GP2 Construction Start	0	100%		11-Feb-22 A	ALL	GP2	◆ GP2 Construction Start																																																											
A4210	GP2 Design Complete	0	100%		04-Mar-22 A	ALL	GP2	◆ GP2 Design Complete																																																											
A4250	GP3 NTP	0	100%	01-Apr-22 A		ALL	GP3	◆ GP3 NTP																																																											
A4260	GP3 Construction Start	0	100%	15-Apr-22 A		ALL	GP3	◆ GP3 Construction Start																																																											
A4240	GP3 Design Complete	0	100%		18-Apr-22 A	ALL	GP3	◆ GP3 Design Complete																																																											
A4290	GP4 NTP	0	0%		27-Jun-22	ALL	GP4	◆ GP4 NTP																																																											
A4230	GP2 Construction Complete	0	0%		18-Aug-22	ALL	GP2	◆ GP2 Construction Complete																																																											
A4280	GP4 Design Complete	0	0%		15-Sep-22	ALL	GP4	◆ GP4 Design Complete																																																											
A4300	GP4 Construction Start	0	0%		15-Sep-22	ALL	GP4	◆ GP4 Construction Start																																																											
A8000	City Begins Operations	0	0%	03-Aug-25		ALL	GP4	◆ City Begins Operations																																																											
A4320	Acceptance Testing Complete	0	0%		31-Oct-25	ALL	GP4	◆ Acceptance Testing Complete																																																											
A9000	Substantial Completion of Treatment Facilities	0	0%		30-Nov-25	ALL	ALL	◆ Substantial Completion of																																																											
A9100	Substantial Completion of Lab & Final Tie-Ins	0	0%		19-Aug-26	ALL	ALL	◆ Substantial																																																											
A4310	Project Final Completion	0	0%		17-Nov-26	ALL	ALL	◆ Pro																																																											
Design		227		25-Oct-21 A	15-Sep-22			15-Sep-22 Design																																																											
Enabling Works Package		92		25-Oct-21 A	04-Mar-22 A			04-Mar-22 A, Enabling Works Package																																																											
90% Design		72		25-Oct-21 A	27-Jan-22 A			27-Jan-22 A, 90% Design																																																											
A1790	EW Package - 90% Design Development	20	100%	25-Oct-21 A	27-Jan-22 A	DESIGN	PH1	EW Package - 90% Design Development																																																											
A1800	EW Package - 90% Engineering Cutoff - Subcontractor Bid Packages	0	100%		03-Dec-21 A	DESIGN	PH1	◆ EW Package - 90% Engineering Cutoff - Subcontractor Bid Packages																																																											
A1810	EW Package - 90% CAD Completion and Package Assembly	5	100%	06-Dec-21 A	10-Dec-21 A	DESIGN	PH1	EW Package - 90% CAD Completion and Package Assembly																																																											
A1820	EW Package - 90% CAD Cutoff - Internal Review	0	100%		10-Dec-21 A	DESIGN	PH1	◆ EW Package - 90% CAD Cutoff - Internal Review																																																											
A1830	EW Package - 90% Internal Review	3	100%	13-Dec-21 A	15-Dec-21 A	DESIGN	PH1	EW Package - 90% Internal Review																																																											
A1840	EW Package - 90% Engineering Fixup	12	100%	16-Dec-21 A	31-Dec-21 A	DESIGN	PH1	EW Package - 90% Engineering Fixup																																																											
A1850	EW Package - 90% Engineering Cutoff - Client Review	0	100%		31-Dec-21 A	DESIGN	PH1	◆ EW Package - 90% Engineering Cutoff - Client Review																																																											
A1860	EW Package - 90% CAD Completion	4	100%	03-Jan-22 A	06-Jan-22 A	DESIGN	PH1	EW Package - 90% CAD Completion																																																											
A1870	EW Package - 90% CAD Cutoff - Client Review	0	100%		06-Jan-22 A	DESIGN	PH1	◆ EW Package - 90% CAD Cutoff - Client Review																																																											
A1880	EW Package - 90% DM Review/Fixup	2	100%	07-Jan-22 A	10-Jan-22 A	DESIGN	PH1	EW Package - 90% DM Review/Fixup																																																											
A1890	EW Package - 90% Issue for Client Review	0	100%		10-Jan-22 A	DESIGN	PH1	◆ EW Package - 90% Issue for Client Review																																																											
A1900	EW Package - 90% Client Review	5	100%	11-Jan-22 A	17-Jan-22 A	DESIGN	PH1	EW Package - 90% Client Review																																																											
A1910	EW Package - 90% Comment Adjudication	5	100%	18-Jan-22 A	24-Jan-22 A	DESIGN	PH1	EW Package - 90% Comment Adjudication																																																											
100% Design		17		10-Feb-22 A	04-Mar-22 A			04-Mar-22 A, 100% Design																																																											
A1920	EW Package - 100% Engineering	10	100%	10-Feb-22 A	23-Feb-22 A	DESIGN	PH1	EW Package - 100% Engineering																																																											
A1930	EW Package - 100% Engineering Cutoff - IFC	0	100%		23-Feb-22 A	DESIGN	PH1	◆ EW Package - 100% Engineering Cutoff - IFC																																																											
A1940	EW Package - 100% Internal CAD	3	100%	24-Feb-22 A	28-Feb-22 A	DESIGN	PH1	EW Package - 100% Internal CAD																																																											
A1950	EW Package - 100% CAD Cutoff - IFC	0	100%		28-Feb-22 A	DESIGN	PH1	◆ EW Package - 100% CAD Cutoff - IFC																																																											
A1960	EW Package - 100% Package Assembly & PAL QC	1	100%	01-Mar-22 A	01-Mar-22 A	DESIGN	PH1	EW Package - 100% Package Assembly & PAL QC																																																											
A1970	EW Package - 100% PM/DM/QM Review	1	100%	02-Mar-22 A	02-Mar-22 A	DESIGN	PH1	EW Package - 100% PM/DM/QM Review																																																											
A1980	EW Package - 100% Document Sealing	1	100%	03-Mar-22 A	03-Mar-22 A	DESIGN	PH1	EW Package - 100% Document Sealing																																																											
A1990	EW Package - 100% Package Assembly	1	100%	04-Mar-22 A	04-Mar-22 A	DESIGN	PH1	EW Package - 100% Package Assembly																																																											
A2000	EW Package - 100% 100% Final Construction Documents	0	100%		04-Mar-22 A	DESIGN	PH1	◆ EW Package - 100% 100% Final Construction Documents																																																											
Demo/Site Work Package		58		26-Jan-22 A	18-Apr-22 A			18-Apr-22 A, Demo/Site Work Package																																																											
90% Design		35		26-Jan-22 A	15-Mar-22 A			15-Mar-22 A, 90% Design																																																											
A2060	Demo/Sitework - 90% Issue for Client Review	0	100%		26-Jan-22 A	DESIGN	PH1	◆ Demo/Sitework - 90% Issue for Client Review																																																											

█ Remaining Level of Effort
 █ Remaining Work
 Summary
 █ Actual Work
 █ Critical Remaining Work
 ◆ Milestone



Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023					2024					2025					2026								
								J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	D	J	F	A	J	J	A	S	J	F	A	J	J	A	S	J	F	A	J	J	A
A2070	Demo/Sitework - 90% Client Review	14	100%	26-Jan-22 A	14-Feb-22 A	DESIGN	PH1	■ Demo/Sitework - 90% Client Review																																			
A2080	Demo/Sitework - 90% Comment Adjudication	24	100%	10-Feb-22 A	15-Mar-22 A	DESIGN	PH1	■ Demo/Sitework - 90% Comment Adjudication																																			
100% Design		37		24-Feb-22 A	18-Apr-22 A			▼ 18-Apr-22 A, 100% Design ■ Demo/Sitework - 100% Engineering ◆ Demo/Sitework - 100% Engineering Cutoff - IFC Demo/Sitework - 100% Internal CAD ◆ Demo/Sitework - 100% CAD Cutoff - IFC Demo/Sitework - 100% Package Assembly & PAL QC ■ Demo/Sitework - 100% PM/DM/QM Review Demo/Sitework - 100% Document Sealing Demo/Sitework - 100% Package Assembly ◆ Demo/Sitework - 100% Final Construction Documents																																			
A2090	Demo/Sitework - 100% Engineering	15	100%	24-Feb-22 A	16-Mar-22 A	DESIGN	PH1																																				
A2100	Demo/Sitework - 100% Engineering Cutoff - IFC	0	100%		16-Mar-22 A	DESIGN	PH1																																				
A2110	Demo/Sitework - 100% Internal CAD	5	100%	17-Mar-22 A	23-Mar-22 A	DESIGN	PH1																																				
A2120	Demo/Sitework - 100% CAD Cutoff - IFC	0	100%		23-Mar-22 A	DESIGN	PH1																																				
A2130	Demo/Sitework - 100% Package Assembly & PAL QC	1	100%	24-Mar-22 A	24-Mar-22 A	DESIGN	PH1																																				
A2140	Demo/Sitework - 100% PM/DM/QM Review	2	100%	25-Mar-22 A	13-Apr-22 A	DESIGN	PH1																																				
A2150	Demo/Sitework - 100% Document Sealing	2	100%	14-Apr-22 A	15-Apr-22 A	DESIGN	PH1																																				
A2160	Demo/Sitework - 100% Package Assembly	1	100%	18-Apr-22 A	18-Apr-22 A	DESIGN	PH1																																				
A2170	Demo/Sitework - 100% Final Construction Documents	0	100%		18-Apr-22 A	DESIGN	PH1																																				
Conditional Use Permit Deliverables		43		20-Dec-21 A	18-Feb-22 A			▼ 18-Feb-22 A, Conditional Use Permit Deliverables Conditional Use Permit - Internal Review Conditional Use Permit - Internal Fixup Conditional Use Permit - DM Review/Fixup Conditional Use Permit - SPRWS Review ■ Conditional Use Permit - Fixup ◆ Conditional Use Permit - Deliverables Ready for Application																																			
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A2230	Conditional Use Permit - Deliverables Ready for Application	0	100%		18-Feb-22 A	DESIGN	PH1																																				
Main Work Package		206		12-Nov-21 A	15-Sep-22			▼ 15-Sep-22 Main Work Package ▼ 15-Mar-22 A, 60% Design ◆ 60% SCC/Lime Alternate Decision NTP ■ 60% Design Development ◆ 60% Engineering Cutoff - Internal Review ■ 60% Internal Review CAD ■ 60% Internal Review ■ 60% Internal Review Engineering Fixup ◆ 60% Engineering Cutoff - Client Review ◆ 60% CAD Cutoff - Internal Review 60% Internal Review CAD Fixup ◆ 60% CAD Cutoff - Client Review 60% DM Review/Fixup/Assembly ◆ 60% Issue for Client Review ■ 60% Client Review ■ 60% Design Comment Adjudication																																			
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A2940	60% SCC/Lime Alternate Decision NTP	0	100%	12-Nov-21 A		DESIGN	PH1																																				
A2250	60% Design Development	21	100%	12-Nov-21 A	10-Dec-21 A	DESIGN	PH1																																				
A2260	60% Engineering Cutoff - Internal Review	0	100%		10-Dec-21 A	DESIGN	PH1																																				
A2270	60% Internal Review CAD	5	100%	13-Dec-21 A	17-Jan-22 A	DESIGN	PH1																																				
A2290	60% Internal Review	10	100%	20-Dec-21 A	31-Dec-21 A	DESIGN	PH1																																				
A2300	60% Internal Review Engineering Fixup	10	100%	03-Jan-22 A	14-Jan-22 A	DESIGN	PH1																																				
A2310	60% Engineering Cutoff - Client Review	0	100%		14-Jan-22 A	DESIGN	PH1																																				
A2280	60% CAD Cutoff - Internal Review	0	100%		17-Jan-22 A	DESIGN	PH1																																				
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A2330	60% CAD Cutoff - Client Review	0	100%		21-Jan-22 A	DESIGN	PH1																																				
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A2360	60% Client Review	20	100%	27-Jan-22 A	23-Feb-22 A	DESIGN	PH1																																				
A2370	60% Design Comment Adjudication	14	100%	24-Feb-22 A	15-Mar-22 A	DESIGN	PH1																																				
GP Deliverable		35		08-Mar-22 A	13-Apr-22 A			▼ 13-Apr-22 A, GP Deliverable ■ 60% GP Deliverable Package ◆ 60% GP Internal Deliverable																																			
A2380	60% GP Deliverable Package	35	100%	08-Mar-22 A	13-Apr-22 A	DESIGN	PH1																																				
A2390	60% GP Internal Deliverable	0	100%		13-Apr-22 A	DESIGN	PH1																																				
90% Design		87		16-Mar-22 A	19-Jul-22			▼ 19-Jul-22, 90% Design ■ 90% Design Development ◆ 90% Design Engineering Cutoff - Internal Review 90% Design Internal Review CAD ◆ 90% Design CAD Cutoff - Internal Review ■ 90% Design Internal Review 90% Design Engineering Fixup ◆ 90% Design Engineering Cutoff - Client Review 90% Design CAD Fixup																																			
A2400	90% Design Development	27	100%	16-Mar-22 A	13-Apr-22 A	DESIGN	PH1																																				
A2410	90% Design Engineering Cutoff - Internal Review	0	100%		13-Apr-22 A	DESIGN	PH1																																				
A2420	90% Design Internal Review CAD	6	100%	14-Apr-22 A	21-Apr-22 A	DESIGN	PH1																																				
A2480	90% Design CAD Cutoff - Internal Review	0	100%		21-Apr-22 A	DESIGN	PH1																																				
A2440	90% Design Internal Review	10	60%	22-Apr-22 A	05-May-22	DESIGN	PH1																																				
A2450	90% Design Engineering Fixup	5	0%	06-May-22	12-May-22	DESIGN	PH1																																				
A2460	90% Design Engineering Cutoff - Client Review	0	0%		12-May-22	DESIGN	PH1																																				
A2470	90% Design CAD Fixup	5	0%	13-May-22	19-May-22	DESIGN	PH1																																				

■ Remaining Level of Effort
 ■ Remaining Work
 Summary
■ Actual Work
 ■ Critical Remaining Work
 ◆ Milestone



		SPRWS - 60% PROJECT SCHEDULE																				
Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022			2023			2024			2025			2026		
								J	F	A	J	F	A	J	F	A	J	F	A	J	F	A
A2490	90% Design CAD Cutoff - Client Review	0	0%		19-May-22	DESIGN	PH1				◆											
A2500	90% Design DDL/DM Review	3	0%	20-May-22	24-May-22	DESIGN	PH1				▮											
A2510	90% Design DDL Stamp Prep	3	0%	25-May-22	27-May-22	DESIGN	PH1				▮											
A2520	90% Design Document Sealing	3	0%	31-May-22	02-Jun-22	DESIGN	PH1				▮											
A2530	90% Design Package Assembly	2	0%	03-Jun-22	06-Jun-22	DESIGN	PH1				▮											
A2540	90% Design Issue for Client Review	0	0%		06-Jun-22	DESIGN	PH1				◆											
A2550	90% Design Client Review	20	0%	07-Jun-22	05-Jul-22	DESIGN	PH1				■											
A2560	90% Design Comment Adjudication	10	0%	06-Jul-22	19-Jul-22	DESIGN	PH1				■											
100% Design		45		14-Jul-22	15-Sep-22						▼											
A2570	100% Design - Engineering	20	0%	14-Jul-22	10-Aug-22	DESIGN	PH1				■											
A2580	100% Design - Engineering Cutoff - IFC	0	0%		10-Aug-22	DESIGN	PH1				◆											
A2590	100% Design - Internal CAD	10	0%	11-Aug-22	24-Aug-22	DESIGN	PH1				■											
A2600	100% Design - CAD Cutoff - IFC	0	0%		24-Aug-22	DESIGN	PH1				◆											
A2610	100% Design - Package Assembly & PAL QC	5	0%	25-Aug-22	31-Aug-22	DESIGN	PH1				■											
A2620	100% Design - PM/DM/QM Review	3	0%	01-Sep-22	06-Sep-22	DESIGN	PH1				■											
A2630	100% Design - Document Sealing	5	0%	07-Sep-22	13-Sep-22	DESIGN	PH1				▮											
A2640	100% Design - Package Assembly	2	0%	14-Sep-22	15-Sep-22	DESIGN	PH1				▮											
A2650	100% Design - Final Construction Documents	0	0%		15-Sep-22	DESIGN	PH1				◆											
Permitting		1014		25-Oct-21 A	26-Nov-25			→ 26-Nov-25, Permitting														
City of Maplewood		115		25-Oct-21 A	06-May-22			→ 06-May-22, City of Maplewood														
CUP		111		25-Oct-21 A	02-May-22			→ 02-May-22, CUP														
Community Design Review Board Application		46		25-Oct-21 A	21-Feb-22 A			→ 21-Feb-22 A, Community Design Review Board Application														
A2020	CDRB Neighborhood Outreach	40	100%	25-Oct-21 A	21-Feb-22 A	DESIGN	PH1	▮ CDRB Neighborhood Outreach														
A2030	CDRB Develop Application	20	100%	25-Oct-21 A	19-Nov-21 A	DESIGN	PH1	▮ CDRB Develop Application														
A2040	CDRB Assemble Supporting Technical Documents	2	100%	26-Jan-22 A	27-Jan-22 A	DESIGN	PH1	▮ CDRB Assemble Supporting Technical Documents														
A2050	CDRB Submit Application	1	100%	28-Jan-22 A	28-Jan-22 A	DESIGN	PH1	▮ CDRB Submit Application														
Conditional Use Permit		111		25-Oct-21 A	02-May-22			→ 02-May-22, Conditional Use Permit														
A2660	Maplewood City CUP - Develop Application	20	100%	25-Oct-21 A	19-Nov-21 A	DESIGN	PH1	▮ Maplewood City CUP - Develop Application														
A2670	Maplewood City CUP - Establish Escrow Account with City	20	100%	25-Oct-21 A	19-Nov-21 A	DESIGN	PH1	▮ Maplewood City CUP - Establish Escrow Account with City														
A2680	Maplewood City CUP - Assemble Supporting Technical Documents	2	100%	26-Jan-22 A	27-Jan-22 A	DESIGN	PH1	▮ Maplewood City CUP - Assemble Supporting Technical Documents														
A2690	Submit Application - Maplewood City CUP	1	100%	28-Jan-22 A	28-Jan-22 A	DESIGN	PH1	▮ Submit Application - Maplewood City CUP														
A2700	CUP - Maplewood City Reviews/Council Approval	60	98.33%	31-Jan-22 A	02-May-22	DESIGN	PH1	▮ CUP - Maplewood City Reviews/Council Approval														
A2710	Maplewood City Approved CUP/CDRB	0	0%		02-May-22	DESIGN	PH1	◆ Maplewood City Approved CUP/CDRB														
GP-2 Enabling Works Permits		61		10-Feb-22 A	06-May-22			→ 06-May-22, GP-2 Enabling Works Permits														
A9230	Temporary Office Power Connection (Maplewood)	1	100%	10-Feb-22 A	10-Feb-22 A	PREMIER	GP2	▮ Temporary Office Power Connection (Maplewood)														
A9240	Electrical Permit for Temporary CO2 System (Maplewood)	1	100%	10-Feb-22 A	10-Feb-22 A	PREMIER	GP2	▮ Electrical Permit for Temporary CO2 System (Maplewood)														
A9250	Electrical Permit for Substation A Feed (Maplewood)	1	100%	10-Feb-22 A	10-Feb-22 A	PREMIER	GP2	▮ Electrical Permit for Substation A Feed (Maplewood)														
A9180	Enabling Works - SWPPP Permit	60	100%	11-Feb-22 A	13-Apr-22 A	JACOBS	GP2	▮ Enabling Works - SWPPP Permit														
A9190	Enabling Works - Watershed Permit	60	88.33%	11-Feb-22 A	06-May-22	JACOBS	GP2	▮ Enabling Works - Watershed Permit														
A2930	Enabling Works - MDoH Environmental Review Permit (Review=3+Mos)	60	100%	14-Feb-22 A	02-May-22	SPRWS	GP2	▮ Enabling Works - MDoH Environmental Review Permit (Review=3+Mos)														
A3100	Enabling Works - Release Public Notice for Construction Start	45	100%	17-Feb-22 A	02-Apr-22 A	SPRWS	GP2	▮ Enabling Works - Release Public Notice for Construction Start														
A9200	Enabling Works - Temporary Storm Sewer Permit (Maplewood)	1	100%	23-Feb-22 A	23-Feb-22 A	MAGNEY	GP2	▮ Enabling Works - Temporary Storm Sewer Permit (Maplewood)														
A9210	Enabling Works - Demolition of Existing CO2 Tank Permit (Maplewood)	1	100%	23-Feb-22 A	23-Feb-22 A	MAGNEY	GP2	▮ Enabling Works - Demolition of Existing CO2 Tank Permit (Maplewood)														
A9220	Enabling Works - Temporary Office Sewer Connection (Maplewood)	1	100%	23-Feb-22 A	23-Feb-22 A	MAGNEY	GP2	▮ Enabling Works - Temporary Office Sewer Connection (Maplewood)														
A2720	Enabling Works - Woodlot Alteration (part of CUP)	23	100%	02-Mar-22 A	29-Mar-22 A	JACOBS	GP2	▮ Enabling Works - Woodlot Alteration (part of CUP)														
EWP-000.21	Enabling Works - Environmental Review	9	100%	17-Mar-22 A	29-Mar-22 A	SPRWS	GP2	▮ Enabling Works - Environmental Review														
GP-3 Demolition / Siteworks Works Permits		971		26-Jan-22 A	26-Nov-25			→ 26-Nov-25, GP:3 Demolition														

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O															
GP3 Maplewood Demolition Permit								<div style="display: flex; justify-content: space-between;"> <div> <p>13-May-22, GP3 Maplewood Demolition Permit</p> <p>Maplewood Building Review & Comment Adjudication - Demo/Sitework</p> <p>Maplewood PW/Engineering Review & Comments - Demo/Sitework</p> <p>Maplewood Building Approval - Demo/Sitework</p> <p>Maplewood PW/Engineering Review & Comments - Demo/Sitework</p> <p>Maplewood Building Permit Issued - Demo/Sitework</p> <p>Maplewood PW/Engineering Permit Issued - Demo/Sitework</p> </div> <div> <p>27-Jun-22, GP3 Building Permit</p> <p>Maplewood Building Permit for GP3</p> </div> <div> <p>27-May-22, GP3 Ramsey County Pre-Demolition Inspection</p> <p>Ramsey County Pre-Demolition Inspection</p> </div> <div> <p>03-May-22, GP3 Minnesota Pollution Control Agency - Notification of Intent to Perform Demolition</p> <p>MPCA Notification - Intent to Perform Demolition</p> </div> <div> <p>26-Nov-25, GP3 Minnesota Department of Health - Notification of Asbestos Related Work</p> <p>MDH Notification of Asbestos Related Work</p> </div> </div>																																																											
GP3 Building Permit																																																																			
G3-0080	Maplewood Building Permit for GP3	40	0%	02-May-22	27-Jun-22	ALL	GP3																																																												
GP3 Ramsey County Pre-Demolition Inspection																																																																			
G3-0010	Ramsey County Pre-Demolition Inspection	20	0%	02-May-22	27-May-22	RACHEL	GP3																																																												
GP3 Minnesota Pollution Control Agency - Notification of Intent to Perform Demolition																																																																			
G3-0020	MPCA Notification - Intent to Perform Demolition	2	0%	02-May-22	03-May-22	RACHEL	GP3																																																												
GP3 Minnesota Department of Health - Notification of Asbestos Related Work																																																																			
G3-0030	MDH Notification of Asbestos Related Work	30	0%	16-Oct-25	26-Nov-25	RACHEL	GP3																																																												
GP3 Capitol Region Water Districts Permit																																																																			
A2910	Capital Region Watershed Dist - GP3 Erosion Control	30	96.67%	26-Jan-22 A	02-May-22	JACOBS	GP3																																																												
GP3 Construction Stormwater Permit																																																																			
G3-0040	MPCA Construction Stormwater Permit - SWPPP (Online Application)	2	100%	09-Mar-22 A	02-May-22	JACOBS	GP3																																																												
GP3 Stormwater Connection Permit																																																																			
G3-0050	Maplewood Stormwater Connection Permit	19	0%	02-May-22	26-May-22	JACOBS	GP3																																																												
GP3 Minn Dept of Nat Resources - Temp Construction Dewatering Permit																																																																			
G3-0060	NPDES Groundwater Appropriation Permit for Temp Construction Dewatering	10	0%	27-Jul-22	09-Aug-22	JACOBS	GP3																																																												
GP3 Grading Permit, Erosion																																																																			
G3-0070	Maplewood Grading Permit (Erosion Compliance/Tree Preservation)	4	0%	02-May-22	05-May-22	RACHEL	GP3																																																												
GP3 Water Treatment & Plumbing Health																																																																			
G3-0090	MDoH Water Treatment Plan & Plumbing Review Permit	30	0%	02-May-22	13-Jun-22	JACOBS	GP3																																																												
GP3 FAA Notice of Proposed Construction																																																																			
G3-0100	FAA Notification of Proposed Construction	60	0%	02-May-22	26-Jul-22	JACOBS/PCL	GP3																																																												
GP3 Well Construction Permit																																																																			
G3-0110	MNDNR Water Appropriation Permit (Online Application)	53	0%	02-May-22	15-Jul-22	JACOBS	GP3																																																												
GP-4 Balance of Plant Permits																																																																			
GP4 Capital Region Watershed District																																																																			
A2920	Capital Region Watershed Dist - BOP Package Stormwater Permit	30	0%	07-Jun-22	19-Jul-22	DESIGN	GP4																																																												
GP4 Maplewood Building Permit																																																																			
A2850	Maplewood Building Review & Comment Adjudication - Main Work Pkg	26	0%	07-Jun-22	13-Jul-22	DESIGN	GP4																																																												
A2860	Maplewood PW/Engineering Review & Comments - Main Work Pkg	26	0%	07-Jun-22	13-Jul-22	DESIGN	GP4																																																												
A2870	Maplewood Building Approval - Main Work Pkg	10	0%	16-Sep-22	29-Sep-22	DESIGN	GP4																																																												
A2880	Maplewood PW/Engineering Review & Comments - Main Work Pkg	10	0%	16-Sep-22	29-Sep-22	DESIGN	GP4																																																												
A2890	Maplewood Building Permit Issued - Main Work Pkg	0	0%		29-Sep-22	DESIGN	GP4																																																												
A2900	Maplewood PW/Engineering Permit Issued - Main Work Pkg	0	0%		29-Sep-22	DESIGN	GP4																																																												
GP4 Maplewood Grading Permit																																																																			
G4-0020	Maplewood Grading Permit (Update of GP3 Permit)	40	0%	07-Jun-22	02-Aug-22	RACHEL	GP4																																																												
GP4 Maplewood Mechanical Permit																																																																			
G4-0030	Maplewood Mechanical Building Permit	40	0%	07-Jun-22	02-Aug-22	PLUMBING	GP4																																																												
G4-60	Maplewood HVAC Building Permit	40	0%	07-Jun-22	02-Aug-22	HVAC	GP4																																																												
GP4 Maplewood Electrical Permit																																																																			
G4-0040	Maplewood Electrical Building Permit	40	0%	07-Jun-22	02-Aug-22	PREMIER	GP4																																																												
GP4 Maplewood Fire Alarm Permit																																																																			

█ Remaining Level of Effort
 █ Remaining Work
 Summary
 █ Actual Work
 █ Critical Remaining Work
 ◆ Milestone



Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O				
G4-0050	Maplewood Fire Alarm System Permit	40	0%	07-Jun-22	02-Aug-22	FA SUB	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
GP4 Maplewood Fire Sprinkler Permit								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
G4-0060	Maplewood Fire Sprinkler System Permit	40	0%	07-Jun-22	02-Aug-22	FS SUB	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
GP4 Minnesota Department Health								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
MDH Water Treatment Plant & Plumbing Permit								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
GP-0070	MDOH Water Treatment Plan & Plumbing Review Permit	30	0%	07-Jun-22	19-Jul-22	JACOBS	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DB Equipment Procurement								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
050 - Site								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
A5300	Temporary CO2 Rental & Agreement	1	100%	27-Jan-22 A	27-Jan-22 A	JACOBS	GP1	[Gantt bar]												[Gantt bar]												[Gantt bar]												[Gantt bar]												[Gantt bar]											
070 - Central Chemical Facility								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-070.01	Ferric Chloride Feed Pump (6/2/2/20/2)	170	0%	07-Jun-22	08-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-070.02	Hydrofluosilicic Acid Feed Pump (6/2/2/20/2)	170	0%	07-Jun-22	08-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
054 - Electrical								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-054.01	Substation J (8/2/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	PREMIER	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-054.02	Site Transformers (8/2/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	PREMIER	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-054.03	Substation K (8/2/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	PREMIER	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-054.05	MCCs (8/2/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	PREMIER	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-054.06	Generators (8/2/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	PREMIER	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
200 - Lime Building								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-200.02	New Lime Feed Equipment (12/2/2/30/2)	241	27.8%	26-Jan-22 A	10-Jan-23	MAGNEY	GP1	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.01	Replacement Augers and Elevator (6/2/2/20/2)	170	0%	07-Jun-22	08-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.03	Alum Transfer Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.04	Alum Tanks (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.05	Alum Day Tank (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.06	Alum Feed Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.07	Peroxide Transfer Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.08	Peroxide Tank (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.09	Peroxide Day Tank (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.10	Peroxide Feed Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-200.11	Tote Containment (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
300 - SC Gallery								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-300.01	Sludge Pumping Equipment (6/2/2/20/2)	170	0%	07-Jun-22	08-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
310 - Softening Clarifiers (SCC)								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-310.03	SCC Equipment (16/2/2/34/2) (SUEZ)	284	14.08%	10-Mar-22 A	19-Apr-23	MAGNEY	GP1	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
A6410	SCC Anchor Bolts (6/2/2/8)	100	37%	10-Mar-22 A	29-Jul-22	MAGNEY	GP1	[Gantt bar]												[Gantt bar]												[Gantt bar]												[Gantt bar]												[Gantt bar]											
DBP-310.01	SCC Effluent Gates (6/2/2/24/2)	190	0%	02-May-22	01-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-310.02	RW Terminal Gates (6/2/2/24/2)	190	0%	02-May-22	01-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-310.04	SCC Sample Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
400 - Ozone/Recarbonation								[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]												[Summary bar]											
DBP-400.04	Ozone System (16/2/2/32/2)	274	25.55%	26-Jan-22 A	21-Feb-23	MAGNEY	GP1	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.01	OZR Influent/Effluent Gates (6/2/2/24/2)	190	0%	02-May-22	01-Feb-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.02	OZR Air Compressor (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.03	OZR Sample Pumps (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.05	Hydrogen Peroxide Chemical System (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.06	CO2 Equipment (8/2/2/24/2)	200	0%	07-Jun-22	22-Mar-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.07	CO2 Diffusers (6/2/2/16/2)	150	0%	07-Jun-22	11-Jan-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											
DBP-400.09	OZR Baffle Walls (6/2/2/24/2)	190	0%	07-Jun-22	08-Mar-23	MAGNEY	GP4	[Gantt bars for 2022]												[Gantt bars for 2023]												[Gantt bars for 2024]												[Gantt bars for 2025]												[Gantt bars for 2026]											

█ Remaining Level of Effort
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 Summary
 █ Actual Work
 █ Critical Remaining Work
 ◆ Milestone



Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O																				
A6390	Issue PO - SCC	15	100%	04-Jan-22 A	10-Mar-22 A	MAGNEY	GP1	■ Issue PO - SCC																																																											
A6400	Issue PO - Ozone	15	100%	04-Jan-22 A	15-Feb-22 A	MAGNEY	GP1	■ Issue PO - Ozone																																																											
EWP-000.05	Bid Reconciliation	6	100%	05-Jan-22 A	11-Jan-22 A	ALL	PH1	■ Bid Reconciliation																																																											
EWP-000.06	Final EW Proposal Review	4	100%	12-Jan-22 A	14-Jan-22 A	ALL	PH1	■ Final EW Proposal Review																																																											
EWP-000.07	Submit EW Proposal to SPRWS	0	100%		17-Jan-22 A	ALL	PH1	◆ Submit EW Proposal to SPRWS																																																											
EWP-000.08	Negotiate EW Proposal	10	100%	18-Jan-22 A	04-Feb-22 A	ALL	PH1	■ Negotiate EW Proposal																																																											
EWP-000.09	Agree to EW Proposal	0	100%		04-Feb-22 A	ALL	PH1	◆ Agree to EW Proposal																																																											
EWP-000.10	SPRWS EW Board Approval, NOA	0	100%		08-Feb-22 A	ALL	PH1	◆ SPRWS EW Board Approval, NOA																																																											
A6030	Subcontract Negotiation & Execution - Magney	15	100%	11-Feb-22 A	28-Feb-22 A	MAGNEY	GP2	■ Subcontract Negotiation & Execution - Magney																																																											
A6040	Subcontract Negotiation & Execution - Tree Removal	15	100%	11-Feb-22 A	16-Mar-22 A	YTS	GP2	■ Subcontract Negotiation & Execution - Tree Removal																																																											
A6050	Subcontract Negotiation & Execution - Premier	15	100%	11-Feb-22 A	23-Mar-22 A	PREMIER	GP2	■ Subcontract Negotiation & Execution - Premier																																																											
EWP-000.11	EW Notice to Proceed	0	100%		11-Feb-22 A	ALL	GP2	◆ EW Notice to Proceed																																																											
Demo/Site (DS) Work Package		102		08-Nov-21 A	04-Apr-22 A			◆ 04-Apr-22 A, Demo/Site (DS) Work Package																																																											
DSP-000.01	Develop Work Packages	10	100%	08-Nov-21 A	20-Dec-21 A	ALL	GP3	■ Develop Work Packages																																																											
DSP-000.02	Finalize Bid Packages	11	100%	21-Dec-21 A	03-Jan-22 A	ALL	GP3	■ Finalize Bid Packages																																																											
DSP-000.03	DS Packages Out to Bid	20	100%	04-Jan-22 A	08-Feb-22 A	ALL	GP3	■ DS Packages Out to Bid																																																											
DSP-000.04	DS Package Bids Due	0	100%		08-Feb-22 A	ALL	GP3	◆ DS Package Bids Due																																																											
DSP-000.05	Bid Reconciliation	7	100%	09-Feb-22 A	17-Feb-22 A	ALL	GP3	■ Bid Reconciliation																																																											
DSP-000.06	Final DS Proposal Review	2	100%	18-Feb-22 A	21-Feb-22 A	ALL	GP3	■ Final DS Proposal Review																																																											
DSP-000.07	Submit DS Proposal to SPRWS	0	100%		21-Feb-22 A	ALL	GP3	◆ Submit DS Proposal to SPRWS																																																											
DSP-000.08	Negotiate DS Proposal	10	100%	22-Feb-22 A	07-Mar-22 A	ALL	GP3	■ Negotiate DS Proposal																																																											
DSP-000.09	Agree to DS Proposal	0	100%		07-Mar-22 A	ALL	GP3	◆ Agree to DS Proposal																																																											
DSP-000.10	SPRWS DS Board Approval, NOA	0	100%	08-Mar-22 A		ALL	GP3	◆ SPRWS DS Board Approval, NOA																																																											
A6060	Issuance of Subcontract - PCL	1	100%	25-Mar-22 A	01-Apr-22 A	PCL	GP3	■ Issuance of Subcontract - PCL																																																											
A6080	Issuance of Subcontract - Rachel	6	100%	25-Mar-22 A	04-Apr-22 A	RACHEL	GP3	■ Issuance of Subcontract - Rachel																																																											
A6070	Issuance of Change Order - Magney	4	100%	29-Mar-22 A	01-Apr-22 A	MAGNEY	GP3	■ Issuance of Change Order - Magney																																																											
DSP-000.11	DS Notice to Proceed	0	100%	01-Apr-22 A		ALL	GP3	◆ DS Notice to Proceed																																																											
Main GP Package		176		08-Nov-21 A	19-Jul-22			◆ 19-Jul-22, Main GP Package																																																											
GPP-000.01	Scope of Work Development	45	100%	08-Nov-21 A	28-Jan-22 A	ALL	GP4	■ Scope of Work Development																																																											
GPP-000.02	Finalize GP Packages	8	100%	31-Jan-22 A	07-Feb-22 A	ALL	GP4	■ Finalize GP Packages																																																											
GPP-000.03	GP Packages Out to Bid	31	100%	08-Feb-22 A	29-Mar-22 A	ALL	GP4	■ GP Packages Out to Bid																																																											
GPP-000.04	GP Package Bids Due	0	100%		29-Mar-22 A	ALL	GP4	◆ GP Package Bids Due																																																											
GPP-000.05	Bid Reconciliation	18	100%	30-Mar-22 A	25-Apr-22 A	ALL	GP4	■ Bid Reconciliation																																																											
GPP-000.06	Final GP Proposal Review	7	57.14%	26-Apr-22 A	04-May-22	ALL	GP4	■ Final GP Proposal Review																																																											
GPP-000.07	Submit GP Proposal to SPRWS	0	0%		05-May-22	ALL	GP4	◆ Submit GP Proposal to SPRWS																																																											
GPP-000.08	Negotiate GP Proposal	25	0%	06-May-22	10-Jun-22	ALL	GP4	■ Negotiate GP Proposal																																																											
GPP-000.09	Agree to GP Proposal	0	0%		10-Jun-22	ALL	GP4	◆ Agree to GP Proposal																																																											
GPP-000.10	Board Meeting Preparations	9	0%	13-Jun-22	23-Jun-22	ALL	GP4	■ Board Meeting Preparations																																																											
GPP-000.11	SPRWS Board Approval, NOA	0	0%		24-Jun-22	ALL	GP4	◆ SPRWS Board Approval, NOA																																																											
GPP-000.12	GP Notice to Proceed	0	0%		27-Jun-22	ALL	GP4	◆ GP Notice to Proceed																																																											
GPP-000.13	Issuance of Construction Subcontracts/POs	14	0%	28-Jun-22	18-Jul-22	ALL	GP4	■ Issuance of Construction Subcontracts/POs																																																											
GPP-000.23	Issuance of Subcontract - HVAC/Plumbing	15	0%	28-Jun-22	19-Jul-22	PLUMBING/HVAC	GP4	■ Issuance of Subcontract - HVAC/Plumbing																																																											
A6090	Issuance of Subcontract - Roofing	15	0%	28-Jun-22	19-Jul-22	ROOFING	GP4	■ Issuance of Subcontract - Roofing																																																											
A6100	Issuance of Subcontract - Precast	15	0%	28-Jun-22	19-Jul-22	PRECAST	GP4	■ Issuance of Subcontract - Precast																																																											
A6110	Issuance of Subcontract - Openings	15	0%	28-Jun-22	19-Jul-22	OPENINGS	GP4	■ Issuance of Subcontract - Openings																																																											
A6120	Issuance of Subcontract - Electrical	15	0%	28-Jun-22	19-Jul-22	PREMIER	GP4	■ Issuance of Subcontract - Electrical																																																											
A6130	Issuance of Change Order - PCL	10	0%	28-Jun-22	12-Jul-22	PCL	GP4	■ Issuance of Change Order - PCL																																																											

■ Remaining Level of Effort
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 Summary
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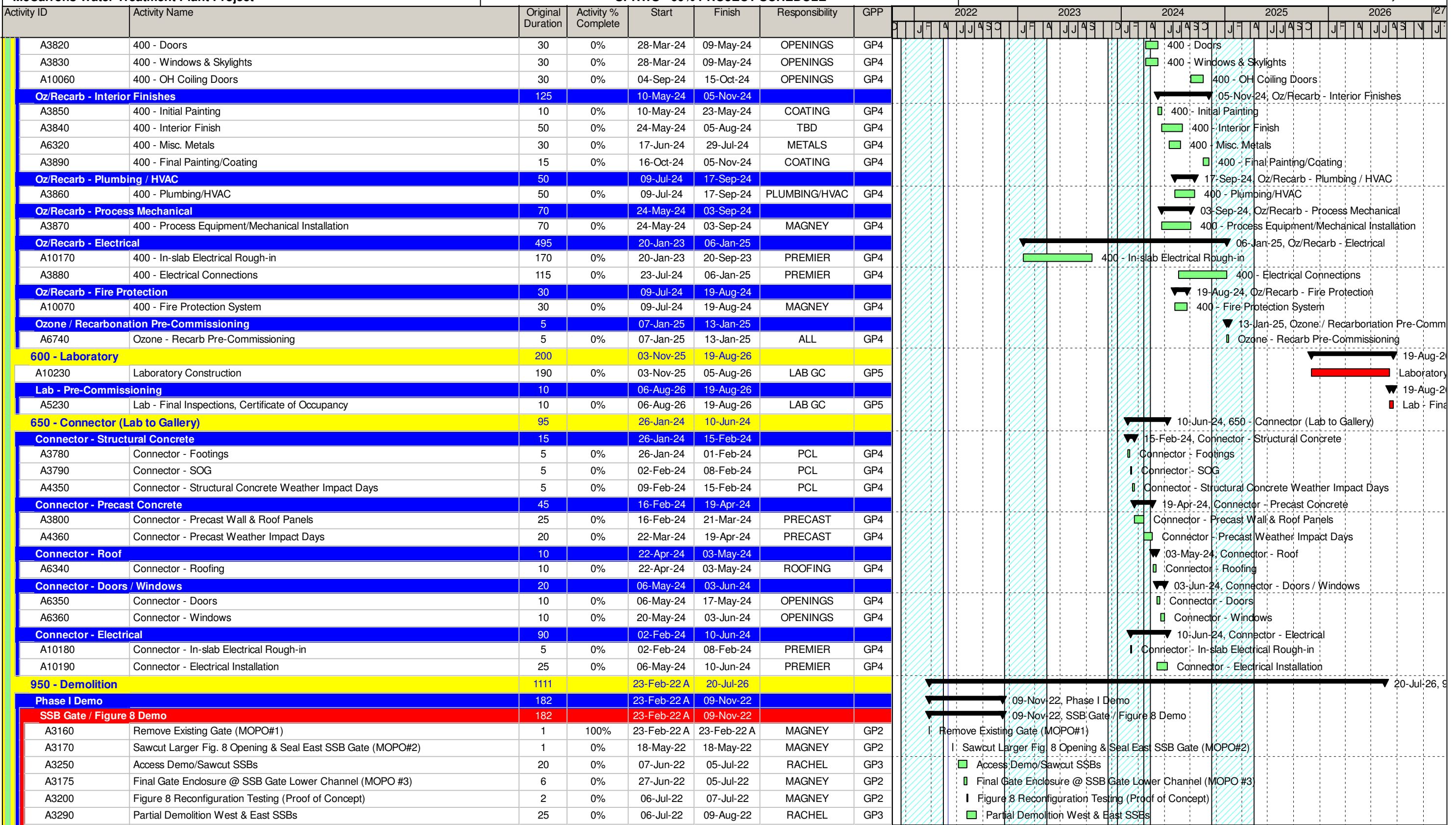


Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O	J	F	A	J	J	A	S	O				
Rachel Mobilization / Demobilization		5		09-May-22	13-May-22																																																														
A3320	Rachel - Mobilization/SWPPP	5	0%	09-May-22*	13-May-22	RACHEL	GP3	▼ 13-May-22, Rachel Mobilization / Demobilization Rachel - Mobilization/SWPPP																																																											
PCL Mobilization		5		20-Jun-22	24-Jun-22																																																														
A10000	PCL - Mobilization	5	0%	20-Jun-22*	24-Jun-22	PCL	GP3	▼ 24-Jun-22, PCL Mobilization PCL - Mobilization																																																											
Temporary CO2 System		77		25-Mar-22 A	07-Jul-22																																																														
Magney - Temporary CO2 System		77		25-Mar-22 A	07-Jul-22																																																														
A3070	CO2 Area Ground Thaw, Grading, Temp Foundation & Vaporizer	10	50%	25-Mar-22 A	06-May-22	MAGNEY	GP2	▼ 07-Jul-22, Temporary CO2 System ▼ 07-Jul-22, Magney - Temporary CO2 System ■ CO2 Area Ground Thaw, Grading, Temp Foundation & Vaporizer																																																											
A9270	Set Crane Mats for Temporary CO2 System	6	100%	14-Apr-22 A	22-Apr-22 A	MAGNEY	GP2	■ Set Crane Mats for Temporary CO2 System																																																											
A3090	Temporary CO2 Set Up & Pipe Installation	25	56%	25-Apr-22 A	16-May-22	MAGNEY	GP2	■ Temporary CO2 Set Up & Pipe Installation																																																											
A3180	CO2 Equipment Delivery	1	100%	28-Apr-22 A	28-Apr-22 A	MAGNEY	GP2	CO2 Equipment Delivery																																																											
A5380	Insulate CO2 Piping	5	0%	17-May-22	23-May-22	MAGNEY	GP2	Insulate CO2 Piping																																																											
A5400	Temporary CO2 System Mechanical Startup	5	0%	25-May-22	01-Jun-22	MAGNEY	GP2	Temporary CO2 System Mechanical Startup																																																											
A3120	Temp CO2 Tie-In (MOPO #5)	1	0%	08-Jun-22	08-Jun-22	MAGNEY	GP2	Temp CO2 Tie-In (MOPO #5)																																																											
A3080	CO2 - Demo Existing Equipment	10	0%	23-Jun-22	07-Jul-22	MAGNEY	GP2	CO2 - Demo Existing Equipment																																																											
Premier - Temporary CO2 System		17		05-May-22	27-May-22																																																														
B1100	Temp CO2 Electrical installation	12	0%	05-May-22	20-May-22	PREMIER	GP2	▼ 27-May-22, Premier - Temporary CO2 System Temp CO2 Electrical installation																																																											
B1110	CO2 Final Electrical Connections (MOPO#C)	2	0%	23-May-22	24-May-22	PREMIER	GP2	CO2 Final Electrical Connections (MOPO#C)																																																											
B1120	CO2 Existing Equipment Isolation & Removal (MOPO#E)	3	0%	25-May-22	27-May-22	PREMIER	GP2	CO2 Existing Equipment Isolation & Removal (MOPO#E)																																																											
Temporary CO2 Programming		10		25-May-22	08-Jun-22																																																														
A9260	Temporary CO2 System Programming	10	0%	25-May-22	08-Jun-22	JACOBS	GP2	▼ 08-Jun-22, Temporary CO2 Programming Temporary CO2 System Programming																																																											
SPRWS - Proof of Concept		10		09-Jun-22	22-Jun-22																																																														
A3130	SPRWS CO2 Proof of Concept	10	0%	09-Jun-22	22-Jun-22	SPRWS	GP2	▼ 22-Jun-22, SPRWS - Proof of Concept SPRWS CO2 Proof of Concept																																																											
054 - Site Electrical		1028		28-Feb-22 A	25-Mar-26																																																														
Premier Mobilization / Demobilization		2		28-Feb-22 A	01-Mar-22 A																																																														
B1000	Premier - Mobilization	2	100%	28-Feb-22 A	01-Mar-22 A	PREMIER	GP2	▼ 01-Mar-22 A, Premier Mobilization / Demobilization Premier - Mobilization																																																											
Temp Construction Office Area		94		23-Mar-22 A	04-Aug-22																																																														
B1010	Install Temp Electrical - Jacobs Early Works Trailer Yard	19	100%	23-Mar-22 A	08-Jun-22	PREMIER	GP2	▼ 04-Aug-22, Temp Construction Office Area ■ Install Temp Electrical - Jacobs Early Works Trailer Yard																																																											
B1005	Install Generator for Temp Electrical @ Jacobs Trailer Yard	4	100%	24-Mar-22 A	29-Mar-22 A	PREMIER	GP2	Install Generator for Temp Electrical @ Jacobs Trailer Yard																																																											
B1180	Trench for Ductbank MOPO#26 (Magney)	5	0%	03-May-22	09-May-22	PREMIER	GP2	Trench for Ductbank MOPO#26 (Magney)																																																											
B1020	Trailer Power - Install MV Distribution Switches	5	0%	08-Jun-22	14-Jun-22	PREMIER	GP2	Trailer Power - Install MV Distribution Switches																																																											
B1022	Trailer Power - Install MV to LV Distribution Equipment	5	0%	08-Jun-22	14-Jun-22	PREMIER	GP2	Trailer Power - Install MV to LV Distribution Equipment																																																											
B1024	Trailer Power - Install MV Ductbank	3	0%	15-Jun-22	17-Jun-22	PREMIER	GP2	Trailer Power - Install MV Ductbank																																																											
B1155	Heat Trace for Water/Sewer to Jacobs Trailer	7	0%	15-Jun-22	23-Jun-22	PREMIER	GP2	Heat Trace for Water/Sewer to Jacobs Trailer																																																											
B1026	Trailer Power - Final Connections	7	0%	20-Jun-22	28-Jun-22	PREMIER	GP2	Trailer Power - Final Connections																																																											
B1030	Install Temporary Fiber - Subcontractor Trailers Early Works (MOPO #D)	3	0%	29-Jun-22	01-Jul-22	PREMIER	GP2	Install Temporary Fiber - Subcontractor Trailers Early Works (MOPO #D)																																																											
B1028	Install Temporary Exterior Lighting	5	0%	29-Jun-22	06-Jul-22	PREMIER	GP2	Install Temporary Exterior Lighting																																																											
B1150	Heat Trace for Sludge Pipe	7	0%	13-Jul-22	21-Jul-22	PREMIER	GP2	Heat Trace for Sludge Pipe																																																											
B1090	Guard Shack Power	5	0%	19-Jul-22	25-Jul-22	PREMIER	GP2	Guard Shack Power																																																											
B1190	Temp Utilities Complete	0	0%		04-Aug-22		GP2	♦ Temp Utilities Complete																																																											
Misc Electrical Demos		86		28-Mar-22 A	28-Jul-22																																																														
B1140	Disconnect Small Structures	3	100%	28-Mar-22 A	30-Mar-22 A	PREMIER	GP2	▼ 28-Jul-22, Misc Electrical Demos Disconnect Small Structures																																																											
B1130	Demo Clarifier 1 - Electrical Components	5	0%	31-May-22	06-Jun-22	PREMIER	GP2	Demo Clarifier 1 - Electrical Components																																																											
B1160	Disconnect Existing Car Charging Stations (MOPO#B)	2	0%	22-Jul-22	25-Jul-22	PREMIER	GP2	Disconnect Existing Car Charging Stations (MOPO#B)																																																											
B1170	Investigate & Disconnect Manhole by Clarifier No. 1	3	0%	26-Jul-22	28-Jul-22	PREMIER	GP2	Investigate & Disconnect Manhole by Clarifier No. 1																																																											
Substation A Feeder		48		10-May-22	18-Jul-22																																																														
B1040	SUB A feeder Relocate - Install New Duct bank & Set NEW Manhole (MOPO #A)	8	0%	10-May-22	19-May-22	PREMIER	GP2	▼ 18-Jul-22, Substation A Feeder ■ SUB A feeder Relocate - Install New Duct bank & Set NEW Manhole (MOPO #A)																																																											
B1050	SUB A Feeder Relocate - Set up Temp Generator	3	0%	20-May-22	24-May-22	PREMIER	GP2	SUB A Feeder Relocate - Set up Temp Generator																																																											
B1015	Relocate Substation A	10	0%	24-May-22*	07-Jun-22	PREMIER	GP4	Relocate Substation A																																																											

25-Mar-26, 054 - S

Remaining Level of Effort
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 Critical Remaining Work
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 █ Critical Remaining Work
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Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022					2023					2024					2025					2026																					
								J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J	A	S	O	J	F	A	M	J	J
A5420	Drain West SSB / Install Stop Logs (Filter 1 thru 12 Offline)	10	0%	08-Jul-22	21-Jul-22	SPRWS	GP2																																										
A3190	Seal Upper West SSB Gates MOPO #9 (Filter 1 thru 12 Offline)	5	0%	22-Jul-22	28-Jul-22	MAGNEY	GP2																																										
A5340	Seal Remaining SSB Gates	20	0%	22-Jul-22	18-Aug-22	MAGNEY	GP2																																										
A5320	SSB Concrete Work - GP-2 Predecessors Complete	0	0%		18-Aug-22	MAGNEY	GP2																																										
A3270	Install N/S Concrete Ballast	5	0%	19-Aug-22	25-Aug-22	PCL	GP3																																										
A1780	SSB SOG & Retaining Wall	20	0%	24-Aug-22	21-Sep-22	PCL	GP3																																										
A3260	FRPCS Skip Walls	25	0%	22-Sep-22	26-Oct-22	PCL	GP3																																										
A4560	Final SSB Demolition	10	0%	27-Oct-22	09-Nov-22	RACHEL	GP3																																										
Miscellaneous Structures Demo								16		02-May-22	23-May-22																																						
A4680	Demo Misc. Small Structures	10	0%	02-May-22*	13-May-22	MAGNEY	GP2																																										
A9980	Haul-Off Debris from Small Structure Demo	6	0%	16-May-22	23-May-22	RACHEL	GP3																																										
Pilot Plant Demo								14		02-May-22	19-May-22																																						
A9150	Drain & Valve Off Pilot Plant System	3	0%	02-May-22*	04-May-22	MAGNEY	GP3																																										
A9140	Intuitec Pick Up Pilot Trailers	1	0%	05-May-22*	05-May-22	JACOBS	GP3																																										
A9160	Demo & Remove Pilot Plant Structure	5	0%	05-May-22	11-May-22	MAGNEY	GP3																																										
A9950	Demolish Pilot Plant Clarifier Building	5	0%	06-May-22	12-May-22	MAGNEY	GP3																																										
A9940	Restoration of Pilot Plant Area	5	0%	13-May-22	19-May-22	RACHEL	GP3																																										
Clarifier No. 1 Demo								35		23-Jun-22	11-Aug-22																																						
A3230	Clarifier No. 1 Demolition	35	0%	23-Jun-22	11-Aug-22	RACHEL	GP3																																										
A5260	Critical Path Earthwork - GP-2 Predecessors Complete	0	0%		13-Jul-22	MAGNEY	GP2																																										
A9170	Clarifier 1 Demolition - GP-2 Predecessors Complete	0	0%		19-Jul-22	RACHEL	GP2																																										
Phase II Demo								178		03-Nov-25	20-Jul-26																																						
A4640	Lime Building Interior	20	0%	03-Nov-25	02-Dec-25	RACHEL	GP4																																										
A4630	Flocculation 3 & Recarb Demo (MOPO#14)	40	0%	01-Dec-25	28-Jan-26	RACHEL	GP3																																										
A5000	Flocculation 2 (Lab) Demo	30	0%	01-Dec-25	14-Jan-26	RACHEL	GP4																																										
A4620	Clarifier No. 2 (& 78" Pipe) (MOPO#14)	40	0%	29-Jan-26	25-Mar-26	RACHEL	GP3																																										
A4610	Clarifier No. 3 - 5 (MOPO#18)	80	0%	26-Mar-26	20-Jul-26	RACHEL	GP3																																										
Start Up & Commissioning								227		07-Jan-25	30-Nov-25																																						
A9900	Commissioning of SPRWS (Summary)	227	0%	07-Jan-25	30-Nov-25	ALL																																											
Construction Completion Milestones								182		07-Jan-25	08-Jul-25																																						
A4970	310 - Solids Contact Clarifier Construction Completion	0	0%		07-Jan-25	CONSTRUCTION	GP4																																										
A3900	400 - Ozone/Recarbonation Construction Completion	0	0%		13-Jan-25	CONSTRUCTION	GP4																																										
A4100	300 - SCC Gallery Construction Completion	0	0%		30-Apr-25	CONSTRUCTION	GP4																																										
A4000	200 - Lime Building Construction Completion	0	0%		08-Jul-25	CONSTRUCTION	GP4																																										
Component Testing								191		14-Jan-25	23-Jul-25																																						
200 - Lime Building								15		09-Jul-25	23-Jul-25																																						
A4880	Functional Testing - Lime System	15	0%	09-Jul-25	23-Jul-25	STARTUP	GP4																																										
A4900	Functional Testing - Chemical Systems (MOPO#20, #22)	15	0%	09-Jul-25	23-Jul-25	STARTUP	GP4																																										
310 - SCCs								10		01-May-25	10-May-25																																						
A4710	Functional Testing - Softening Clarifier	10	0%	01-May-25	10-May-25	STARTUP	GP4																																										
400 - Ozone/Recarbonation								15		14-Jan-25	28-Jan-25																																						
A4190	Functional Testing - Ozone/CO2 Diffuser Bubble Test	5	0%	14-Jan-25	18-Jan-25	STARTUP	GP4																																										
A4690	Functional Testing - Ozone Facility	15	0%	14-Jan-25	28-Jan-25	STARTUP	GP4																																										
A4720	Functional Testing - Recarbonation	10	0%	14-Jan-25	23-Jan-25	STARTUP	GP4																																										
A4700	Fill Ozone Contactors	5	0%	19-Jan-25	23-Jan-25	STARTUP	GP4																																										
System Testing								191		24-Jan-25	02-Aug-25																																						
A4870	Systems Testing - Recarbonation	10	0%	24-Jan-25	02-Feb-25	STARTUP	GP4																																										

Remaining Level of Effort (green bar) Remaining Work (light green bar) Actual Work (blue bar) Critical Remaining Work (red bar) Summary (arrow) Milestone (diamond)



Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	Responsibility	GPP	2022												2023												2024												2025												2026											
								2022												2023												2024												2025												2026											
A4810	Systems Testing - Ozone Facility	10	0%	03-Feb-25	12-Feb-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A4790	Systems Testing - Softening Clarifier	5	0%	11-May-25	15-May-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A4920	Systems Testing - Lime System	10	0%	24-Jul-25	02-Aug-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A5330	Systems Testing - Chemical System	10	0%	24-Jul-25	02-Aug-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
Process Startup		45		03-Aug-25	16-Sep-25			[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A4875	Treatment Facilities - Process Startup	45	0%	03-Aug-25	16-Sep-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
Acceptance Testing		75		17-Sep-25	30-Nov-25			[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A4160	Acceptance Testing	45	0%	17-Sep-25	31-Oct-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											
A4165	Acceptance Test Report	30	0%	01-Nov-25	30-Nov-25	STARTUP	GP4	[Gantt bars for 2022-2026]												[Gantt bars for 2023-2026]												[Gantt bars for 2024-2026]												[Gantt bars for 2025-2026]												[Gantt bars for 2026]											

- █ Systems Testing - Ozone Facility
- █ Systems Testing - Softening Clarifier
- █ Systems Testing - Lime System
- █ Systems Testing - Chemical System
- ▼ 16-Sep-25, Process Startup
- █ Treatment Facilities - Process Startup
- ▼ 30-Nov-25, Acceptance Testing
- █ Acceptance Testing
- █ Acceptance Test Report

- █ Remaining Level of Effort
- █ Remaining Work
- █ Actual Work
- █ Critical Remaining Work
- ▼ Summary
- ◆ Milestone



Exhibit M: Site Security Requirements

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit N: Not Used

McCarron's Water Treatment Plant Improvements

Exhibit O: Index of Reference Documents

McCarron's Water Treatment Plant Improvements

Trimmed from this document to reduce file size. See full version of contract document for this information.

Exhibit P: Service Manuals, Standard Operating Procedures, Operations Manual, and Maintenance Procedures

McCarron's Water Treatment Plant Improvements

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McCarrons Water Treatment Plant Process Improvement Project

Startup and Commissioning Plan

Preliminary Draft

Rev 02

May 2022

Saint Paul Regional Water Services

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A decorative graphic in the bottom half of the page, consisting of a light gray grid pattern overlaid on a white curved line that suggests the curvature of a globe. The grid lines are thin and light gray, while the curved line is a solid white.



McCarrons Water Treatment Plant Process Improvement Project

Acceptance Test Plan

ANNOTATED OUTLINE

Rev 02

May 2022

Saint Paul Regional Water Services

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McCarrons Water Treatment Plant Process Improvement Project

Operations and Maintenance Staff Training Plan

Draft

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May 2022

Prepared for:





McCarron's Water Treatment Process Improvement Project

MOPO Plan

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Final

February 2022

Prepared for:



Exhibit R: Project Labor Agreement

McCarron's Water Treatment Plant Improvements

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