

WOODARD & CURRAN

TERMS & CONDITIONS

Exhibit A: WORK ORDER NUMBER 32



**Issued Pursuant to the Engineering Services Agreement – Work Order Basis
Between WOODARD & CURRAN, INC and the CITY OF MONMOUTH, IL dated
July 18, 2023.**

This Work Order is issued pursuant to, and in accordance with the Standard Terms and Conditions between Woodard & Curran, Inc. (W&C, Engineer) and the City of Monmouth (City, Client) dated **December 15, 2014**, which are incorporated herein by this reference. Unless otherwise specified, all capitalized terms used in this Work Order shall have the same meaning as used in the Agreement. This Work Order will not be deemed valid and binding upon the Parties until both Engineer and Client have both signed below.

SCOPE OF SERVICES

Woodard & Curran will provide the following services related to the construction of the Disinfection System Addition at Monmouth Consolidated Wastewater Treatment Plant (WWTP).

- Phase 1 – Construction Administration
- Phase 2 – Construction Observation (Periodic)
- Phase 3 – SCADA Implementation

PHASE 1.0 CONSTRUCTION ADMINISTRATION

Woodard & Curran will provide office-based construction administration during construction of the Disinfection System. The scope of work assumes project substantial completion is achieved within 12 months of the construction notice to proceed, and final completion and payment is within 14 months of the construction notice to proceed. These services shall include:

- 1 Project Management: This task occurs concurrently with the steps outlined below and includes those tasks necessary to inform the City of the project's needs; monitor and control project staff; report to the City on the progress of the project and status of schedule and budget; and technically oversee project activities.
- 2 General Administration: During the construction phase the following engineering services will be provided:
 - 2.1 Consult with the Client and act as Client's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of W&C as assigned in said General Conditions shall not be modified, except as W&C and the Client may otherwise agree in writing. All of Client's instructions to Contractor will be issued through W&C, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

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- 2.2 Participate in up to one pre-construction conference prior to commencement of Work at the Site.
- 2.3 Participate in monthly construction meetings as necessary.
- 2.4 Observe Contractor's work in progress as follows:
 - 2.4.1 Make specialty engineering visits to the site at intervals appropriate to the various stages of construction, as W&C deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by W&C are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on W&C's exercise of professional judgment. Based on information obtained during such visits and such observations, W&C will determine in general if Contractor's work is proceeding in accordance with the Contract Documents and shall keep Client informed of the progress of the Work. W&C shall certify to the Client and to the Illinois Environmental Protection Agency at the completion of the project that the implementation of the project is in general accordance with the Contract Documents.
 - 2.4.2 The purpose of W&C's visits to the Site will be to enable W&C to better carry out the duties and responsibilities assigned to and undertaken by W&C during the Construction Phase, and, in addition, by the exercise of W&C's efforts as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. W&C shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall W&C have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, W&C neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 2.5 Recommend to Client that Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, W&C believes that such work will not produce a completed Project that conforms generally to the Contract Documents

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or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.



- 2.6 Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. W&C may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 2.7 Recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.8 Review and approve or take other appropriate action in respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Maintain a detailed log of all necessary submittals and submit the status of such log to the Client at regularly scheduled job site meetings. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Shop drawing review and approval shall be done in a timely manner so not to interfere with the Contractor's ability to maintain the construction schedule.
- 2.9 Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.
- 2.10 Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. W&C's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. W&C shall be entitled to rely on the results of such tests.
- 2.11 Render formal written decisions on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, W&C shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.12 Based on W&C's observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying supporting documentation:

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2.12.1 Determine the amounts that W&C recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute W&C's representation to Client, based on such observations and review, that, to the best of W&C's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is W&C's responsibility to observe Contractor's work. In the case of unit price work, W&C's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of W&C contained in paragraph 2.12.1 are expressly subject to the limitations set forth in paragraph 2.12.2 and other express or general limitations in this Agreement and elsewhere.

2.12.2 By recommending any payment W&C shall not thereby be deemed to have represented that on-site observations made by W&C to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents. Neither W&C's review of Contractor's work for the purposes of recommending payments nor W&C's recommendation of any payment including final payment will impose on W&C responsibility to supervise, direct or control Contractor's work in progress or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on W&C to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

3 Contractor's Completion Documents

- 3.1 Receive and review maintenance and operating instruction, schedules, and guarantees.
- 3.2 Receive bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph 2.8, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract

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Documents to obtain final payment. The extent of such W&C's review will be limited as provided herein.



- 3.2.1 W&C shall transmit all Contractor completion documents to the Client.
- 3.3 Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Client, W&C considers the work Substantially Complete, W&C shall deliver a certificate of Substantial Completion to Client and Contractor for execution.
- 3.4 W&C shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that W&C may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, W&C shall provide notice that the Work is acceptable to the best of the W&C's knowledge, information and belief and based on the extent of the services provided by W&C under this Agreement.
- 4 Record Drawings: During the construction phase the following engineering services will be provided:
 - 4.1 Prepare a set of reproducible record drawings showing record information, which W&C considers significant based on the Drawings, Shop Drawings, and other record documents furnished by the Contractor to W&C, which were annotated by Contractor to show all changes made during construction. An electronic version shall also be delivered to the Client. W&C will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.
- 5 Operation and Maintenance Manual: During the construction phase the following engineering services will be provided:
 - 5.1 Prepare an update to the facility's Operations and Maintenance Manual to help the Client staff operate and maintain the facility. The manual will act as a master reference to help staff troubleshoot problems, monitor parts usage, conduct key equipment reliability analysis, schedule preventative maintenance, etc. The manual will not include vendor furnished manuals but will refer to them.
- 6 Start Up and Testing Services: W&C will be on-site during start-up operation to:
 - Monitor equipment performance testing by vendor's representatives.
 - Monitor compliance with the Contract Documents.
 - Assist Client personnel with start-up training.
 - Assist in troubleshooting equipment start-up issues.
- 7 SRF Funding Support: W&C will support SRF funding needs including review of project documentation as required by IEPA, drawdowns, project coordination and project closeout.



PHASE 2.0 CONSTRUCTION OBSERVATION (Periodic)

- 8 Construction Observation: During the construction phase the following services will be provided:
- 8.1 Provide a competent part-time Resident Project Representative (RPR) for the Project under the direction of a licensed professional engineer. W&C shall provide up to 400 hours of an RPR at the Site to provide periodic observation of the Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in this Agreement. The furnishing of such RPR's services will not extend W&C's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

PHASE 3.0 SCADA IMPLEMENTATION

- 9 W&C will provide SCADA Implementation as follows:
- Implement the Supervisory Control and Data Acquisition (SCADA) System.
Specific duties will include:
 - a. Implementing SCADA system i.e., software installation, screen development, ensuring communication between components
 - b. In-house programming for SCADA connection to vendor supplied panels.
 - c. On-site presence during system start up and training of Client staff
- 10 Provide PLC programming necessary to insure operation of the control system. Contractor shall provide all PLCs, control panels, and terminations.
- 11 W&C will be responsible for proper operation of WWTF SCADA to send a receive messages with vendor control panel.
- 12 Provide for up to 2 site visits for startup, training, and troubleshooting.
- 13 Supply Operation and Maintenance manual information as it relates to the SCADA implementation scope of work in both hardcopy and digital format. These will be incorporated into the overall plant Operations and Maintenance manual described in Phase 1, paragraph 5 above.

Included in these manuals will be the following:

- a. System Overview
- b. Operating Instructions
- c. Sequence of Operation
- d. Alarm List
- e. I/O List
- f. Recommended Spare Parts List
- g. Equipment Cut Sheets



LIMITATION OF RESPONSIBILITIES

As part of this project, the City will enter into a separate agreement with a General Contractor. Therefore, W&C shall not be responsible for the acts or omissions of this Contractor, or of its Subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work associated with that contract. W&C shall not, in the performance of its services hereunder, supervise, direct or have control over the City's Contractor's work nor shall W&C have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, W&C shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

ANTICIPATED SCHEDULE

- Notice to Proceed to W&C August 7, 2023
- Final SRF Intended Use Plan (with project funded) July 10, 2023
- Advertise for Bids August 9, 2023
- Bid Opening Date September 26, 2023
- On-Site Construction Start Date June 7, 2024
- Construction Completion Date December 13, 2024

ASSUMPTIONS AND CLARIFICATIONS

- Our fee and schedule assumes that a Notice to Proceed is issued to the City's Contractor by October 20, 2023.
- It is assumed the Construction duration will not exceed the 300 days that is outlined in the contract documents.
- All work will be on City owned land or in existing or proposed easements
- Issues and problems not involving SCADA control, such as Contractor performance and utility company equipment failures, remain the responsibility of the Client and the appropriate vendor.

The following construction related activities are not included and would require additional compensation if needed:

- Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make the compensation commensurate with the extent of the Additional Services rendered.
- Services in making revisions to Drawings and Specifications requested by the Client during construction.
- Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other dispute resolution process related to the project.
- Additional services required relating to a poor or underperforming contractor.

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Compensation



For all Services duly rendered hereunder, Client will pay Engineer as described herein. The services for all phases pursuant to this Work Order shall be provided on a lump sum basis, billed monthly on a percent complete basis. The project total fee will not be exceeded without prior written authorization.

The compensation for services performed by the ENGINEER by task are provided below

Table 1
Construction Phase Engineering Services – Disinfection System Addition

Scope of Work	Total Fee	Billing Method
Construction Administration, Periodic Observation, and SCADA Implementation	\$290,000	Lump Sum

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Designated Project Representative

Client: Lew Steinbrecher

Engineer: Jennifer Anders

Effective date: As of _____



IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed by their authorized representatives set forth below.

City of Monmouth, Illinois

By _____ Date: _____

Title: City Administrator

Woodard & Curran, Inc.

By Jennifer Anders Date: August 2, 2023

Jennifer Anders

Title: Senior Vice President