

# WOODARD & CURRAN TERMS & CONDITIONS

Exhibit A: WORK ORDER NUMBER 29

Issued Pursuant to the Engineering Services Agreement – Work Order Basis Between Woodard & Curran, Inc. and City of Monmouth, Illinois, dated as of \_\_\_\_\_.

This Work Order is issued pursuant to, and in accordance with the Standard Terms and Conditions between Woodard & Curran, Inc. and the City of Monmouth 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.

## Project Understanding:

Woodard & Curran has previously provided Design, Permitting, and Bidding services for the City of Monmouth, IL for the replacement of approximately 3,300 linear feet of 8-inch cast iron water main located within West Harlem Ave from the intersection of North Sunny Lane to North Main Street with a 10" C900 PVC pipe. In addition, the design included replacing all existing water services within the project area from the water main to the right of way and from the right of way to the water meter (inside residents and businesses) where water service lines are found to contain lead pipes, joints, or lead materials per IEPA guidelines.

This Work Order includes the Scope of Services for the next phase of the project – **West Harlem Water Main Construction Administration – Phase 1**. The Phase 1 project includes the Construction Administration services related to the installation of the water main from North Main Street to North G Street. To achieve the stated goals of the project we have developed a Scope of Service found herein which is best described using the following:

## SCOPE OF SERVICES:

### PHASE 1.0 - CONSTRUCTION ADMINISTRATION

Under this Phase, Woodard and Curran will provide the following services:

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




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Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

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3. Funding Assistance: W&C will assist the City with funding agency requirements, reporting, and submittals.
  4. Meetings:
    - 4.1 Attend one Pre-Construction Meeting, including preparation of agenda and meeting minutes.
    - 4.2 Participate in weekly construction update meetings.
    - 4.3 Attend one on-site Substantial Completion meeting and prepare a punch list of remaining items to be completed for final completion by the Contractor. 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.
    - 4.4 W&C shall conduct a final inspection to determine if the completed work of the 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.
  5. Shop Drawing and RFI's:
    - 5.1 Review and approve or take other appropriate action in respect to Shop Drawings and RFI's. Maintain a detailed log of all submittals and RFI's, submit the status of such log to the Client and Contractor at regularly scheduled progress 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 and RFI review and approval shall be done in a timely manner so not to interfere with the contractor's ability to maintain the construction schedule.
  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.
  7. W&C will assist the City in reviewing payment applications from the Contractor and provide a recommendation of payments to the City. 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 Contact 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

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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).

8. Recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.
9. 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.
10. Construction Observation: During the construction phase the following services will be provided:
  - 10.1 Provide a competent part-time Resident Project Representative (RPR) for the Project under the direction of a licensed professional engineer. W&C shall provide an RPR at the Site to provide periodic observation of the Contractor's work. 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.
  - 10.2 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 to be limited to spot checking, selective sampling, selective measurements, and similar methods of general observation of the Work based on W&C's exercise of professional judgment. W&C shall provide up to 200 hours of an RPR at the Site to provide periodic observation of the Contractor's work. 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.
  - 10.3 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 the 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,

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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.

11. Assist the City on updating the IEPA Lead Service Line (LSL) inventory spreadsheet.

12. Project closeout.

12.1 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, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such W&C's review will be limited as provided herein.

12.2 W&C shall transmit all Contractor completion documents to the Client.

### **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:**

The following schedule is dependent on funding timelines and may be adjusted accordingly with the mutual agreement of Woodard & Curran and the City.

- Notice to Proceed issued to Contractor      TBD
- Substantial Completion                              75 days from NTP
- Final Completion                                      100 days from NTP

### **ASSUMPTIONS AND CLARIFICATIONS**

- We anticipate that only an IEPA permit is required to start construction. Our proposal does not include any other permitting.
- All work will be on City owned land. Our fee does not include creating permanent or temporary easement documentation or assisting in the coordination for obtaining any easements.
- The site is located outside of FEMA FIRM Map 100-year flood plain.
- There are no wetland impacts required and thus no wetland permitting required to complete the work.



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- Environmental Impact Studies (EIS) will not be required and are not included.
- This City will provide daily construction oversight with W&C performing periodic construction observation services.
- 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.

## COMPENSATION:

For all Services duly rendered herein, Client will pay Engineer as described herein. The services to be provided pursuant to this Work Order shall be provided on a lump sum basis, billed monthly on a percent complete basis in a total amount of: Sixty-Seven Thousand Four Hundred Dollars, (\$67,400). The project total fee will not be exceeded without prior written authorization.

The compensation for services performed by the ENGINEER by Phase are provided below:

|                                       |                 |
|---------------------------------------|-----------------|
| Phase 1 – Construction Administration | \$67,400        |
| <b>Project Total Fee —Lump Sum</b>    | <b>\$67,400</b> |



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Designated Project Representative


Client:     Lew Steinbrecher    

Engineer:     Jen Anders    

Effective date: As of                                 

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

City of Monmouth, Illinois  
By: \_\_\_\_\_

Woodard & Curran, Inc.  
By:   
    Jennifer Anders

Title: \_\_\_\_\_

Title: Senior Vice President, M&I SBU