

**ATTACHMENT A**

**SCOPE OF SERVICES  
CONSTRUCTION OBSERVATION SERVICES FOR  
VERNON HILLS NCT WATER RECLAMATION FACILITY  
MISCELLANEOUS IMPROVEMENTS PROJECT (PW2009.080)**

**PART I  
AECOM RESPONSIBILITIES**

**A. PROJECT DESCRIPTION**

The project consists of construction observation services described herein provided by AECOM (ENGINEER) for Lake County (OWNER).

The project location is at the Vernon Hills NCT Water Reclamation Facility (WRF). The contract documents for the project are entitled as follows:

Vernon Hills NCT WRF Miscellaneous Improvements Project, Bid No.11153, dated August 2011, (hereinafter called "NCT Project"). The contract documents were prepared by Rezek, Henry, Meisenheimer, and Gende, Inc (DESIGNER).

The scope of services is based on the following:

- Project as shown on the contract documents.
- Project substantially completed and project complete by times indicated in the contract documents.
- Notice to Proceed issued to Contractor on December 6, 2011.

**B. SCOPE OF SERVICES**

Services to be provided for the project are as follows:

**1. Project Administration & Construction Observation**

a. Project Initiation:

- 1) Establish project files and develop an appropriate monitoring and reporting system.

b. Pre-Construction Conference:

- 1) Review and comment on pre-construction conference agenda
- 2) Attend pre-construction conference.

c. Construction Observation Services:

- 1) Provide resident project representation during construction. Resident project representation shall consist of observation of the work by qualified person(s) to observe and record construction progress. Resident project representation shall include the following:
  - a) A resident project representative (RPR) will be provided during the construction period.
  - b) RPR services are based on construction work substantially completed after Contractor's contract times start to run and project complete and ready for final

payment after Contractor's contract times start to run as noted below. If these time periods are exceeded, additional RPR services can be provided for an additional fee. The times stated in the contract documents are as follows:

- Substantial completion: 365 days.
- Complete and ready for final payment: 395 days.

c) OWNER will provide inspector during the construction period. See PART II, OWNER'S RESPONSIBILITIES.

d) For the purpose of this Agreement, the following hours are included:

RPR Services: Average of 20 hrs/week for 48 weeks = 960 hours

2) The services to be provided are as follows:

- a) Assist in reviewing Contractor's applications for payment by providing information to OWNER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- b) Provide input to Contractor questions relating to contract interpretation.
- c) Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with OWNER and DESIGNER concerning their acceptability.
- d) Monitor status of shop drawing submissions.
- e) Prepare Contractor contract close-out documents, resolution of problems, and final payment.
- f) Attend Contractor's monthly progress meetings, weekly foreman's meetings, other job conferences as required in consultation with OWNER.
- g) Serve as DESIGNER'S liaison with OWNER and Contractor, and assist them in understanding the intent of the contract documents.
- h) Monitor receipt of submittals and samples, and notify OWNER and DESIGNER of their availability for examination.
- i) Direct visiting personnel representing the public or agencies having jurisdiction over the project to the OWNER'S representative who will be responsible for such visits.
- j) Transmit to Contractor and OWNER, DESIGNER'S clarifications and interpretations of the contract documents.
- k) Prepare necessary field modifications and change orders in accordance with instructions of the OWNER and DESIGNER. Prepare independent cost evaluations of work to be covered by the change order and conduct negotiations with the Contractor. Field modifications are conditions that require no adjustment in the contract cost or time of completion. Change orders require modification of cost and/or time of completion.
- l) Coordinate discussions at the periodic site meetings between Contractor and OWNER on any Contractor activity that may affect plant operation. Consider and evaluate Contractor's suggestions for modifications in the drawings or specifications and report these with recommendations to OWNER and DESIGNER.

- m) Maintain at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued sub-sequent to the execution of the contract, DESIGNER'S clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- n) Record names, addresses, and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment.
- o) Furnish OWNER and DESIGNER with monthly reports of progress of the work and the Contractor's compliance with the approved progress schedule. Attend progress meetings at the jobsite with OWNER and DESIGNER'S project manager to discuss progress of work. Keep OWNER and DESIGNER informed of any expected delays in progress schedule.
- p) Assist in obtaining from OWNER additional details or information, when required at the job site for proper and expedient execution of the work.
- q) Conduct on-site observations of the work in progress to assist DESIGNER in determining if the work is generally proceeding in accordance with the contract documents and that completed work appears to conform to the contract documents. Take digital photos of work in progress. Submit photos to OWNER in digital format.
- r) Report to DESIGNER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advise DESIGNER when RPR believes work should be corrected or rejected.
- s) Verify that all material and other tests, as well as equipment and system startups are conducted, and operating and maintenance instructions as required by contract documents are provided.
- t) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, and representatives or manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Prepare daily report for days when on site.
- u) Consult with OWNER and DESIGNER in advance of scheduled major tests, inspections, or initiation of important phases of the work.
- v) Notwithstanding the Contractor's sole responsibility for job site safety, report immediately to OWNER and DESIGNER upon the occurrence of any accident.
- w) Before Certificate of Substantial Completion is issued, submit to OWNER a list of observed items requiring completion or correction by the Contractor.
- x) Conduct a final inspection in the company of DESIGNER, OWNER, and Contractor, and prepare a final list of items to be completed or corrected.
- y) Provide Material testing (sampling, compaction testing, etc.) observation as required in contract documents.

**PART II  
OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the Services of the ENGINEER:

**A. OWNER'S PROJECT MANAGER (PM)**

Provide OWNER's PM for the Project, who shall have the authority to transmit instructions, receive information, interpret and define OWNER's policies, and make decisions with respect to ENGINEER's services under this Agreement. The services to be provided by the OWNER's PM are as follows:

1. Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with DESIGNER concerning their acceptability.
2. Attend and participate in a preconstruction conference.
3. Submit change orders prepared by DESIGNER to OWNER for approval.
4. Attend and participate in Contractor conducted weekly and monthly progress meetings to discuss construction progress and areas of concern.
5. Attend and participate in progress meetings with RPR and DESIGNER's project manager.
6. Review and process applications for payment submitted by the Contractor for compliance with the established procedure for their submission, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
7. Prepare and submit to Contractor a list of items requiring completion or correction before issuing a Certificate of Substantial Completion. Issue Certificate of Substantial Completion.

**B. OWNER'S INSPECTOR**

1. OWNER will provide an inspector during the construction period.
2. Inspector will work under the direction of the RPR.

**C. OTHER OWNER RESPONSIBILITIES**

1. Provide such legal, accounting and insurance services as may be required for the Project.
2. Require that the Contractor performing the Work in connection with the Project hold harmless, indemnify, and defend the OWNER and ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damages arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the Work described in the construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, ENGINEER, their consultants or their officers, agents and employees.
3. Before commencement of the Work, require that the Contractor submit written evidence that he has obtained the specified insurance coverage for the entire Project which is the subject of the construction contract. Such insurance shall include the OWNER and ENGINEER as additional named insureds. Provide copy of written evidence to ENGINEER.
4. Provide copies of Contract Documents required by Contractor during construction and as required for execution of Contract Documents.

**PART III  
COMPENSATION, BILLING AND PAYMENT**

**A. COMPENSATION**

Compensation for the services set forth in Part I are as shown in the Agreement and are based on the hours shown in Part I and the RPR's charge out rate.

**B. INVOICE**

The invoice will include identification of staff that charged to the project by name of individual and hours charged by that individual.

**C. ADDITIONAL SERVICES**

Compensation for additional services will be negotiated between the OWNER and ENGINEER on an individual task basis.