

EXHIBIT A**SCOPE OF SERVICES****CONSTRUCTION RELATED SERVICES FOR
THE BLOWER AND ENGINE/GENERATOR PROJECT****A. PROJECT DESCRIPTION**

The Services described herein will be provided under the March 15, 2023 Consulting Services Agreement between AECOM (Consultant) and Racine Wastewater Utility, Racine, Wisconsin (Client). The term Engineer shall have the same meaning as Consultant, Owner shall have the same meaning as Client, and Contractor shall have the same meaning as Owner's Construction Contractor for Contract C-22 (August Winter & Sons, Inc.) in the Contract Documents and the Scope of Services described below.

This project consists of construction related services provided by Engineer during construction of a blower, engine/generator, and aeration system improvements at the Owner's Wastewater Treatment Facility (WWTF) in Racine, Wisconsin.

The Scope of Services is based on the following assumptions discussed with the Owner.

- An estimated construction cost of approximately \$6 million
- A 24-month project duration from Notice to Proceed to Final Completion

B. SCOPE OF SERVICES

Services to be provided by Engineer are as follows:

1. PROJECT ADMINISTRATION AND INITIATION

- a. Project Initiation
- b. Attend Wastewater Commission Meetings. It is assumed one staff person will attend up to 12 meetings.
- c. Funding Programs Support
 - i. Coordinate with Owner's Funding Consultant
 - ii. Provide documentation requested for funding support.
 - iii. Respond to questions from the funding agency.

2. CONSTRUCTION SERVICES

- a. Pre-Construction Conference
 - i. Develop pre-construction conference agenda.
 - ii. Identify and notify participants.
 - iii. Conduct pre-construction conference.
 - iv. Prepare minutes and provide follow-up to questions.
 - v. Assist Owner in issuing the Notice to Proceed.
- b. Site Observations and Inspection
 - i. Provide part-time resident project representation (RPR) 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:
 1. A RPR will be provided at times appropriate to the stage of construction and the level of construction activity.
 2. RPR services are based on 23 months from the time the contractor mobilizes to the site to final completion. If the 23 month period is exceeded, additional services can be provided for an additional fee. In addition to the 23 months, 2 weeks for project initiation and 2 weeks for project closeout are included for a total project duration of 24 months.

3. RPR on-site services are estimated at 12 hours per week for 20 months. These are anticipated to consist of individual periodic site visits and up to 15 weeks of full time RPR services during the peak of the construction in 2024.
4. Per diem expenses are included.
 - ii. Conduct on-site observations of the work in progress to assist 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 and save photos on computer. At project completion submit photos to Owner in digital format.
 - iii. Serve as liaison with Owner and Contractor and assist them in understanding the intent of the Contract Documents.
 - iv. 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. Visits should be pre-scheduled through email as a RPR is not on-site full time.
- c. Review Pay Requests – Assist in reviewing Contractor's applications for payment by providing information to Owner's PM, 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.
- d. Contract Interpretation – Provide input to Contractor questions relating to contract interpretation. Coordinate responses with the Owner.
- e. Review Schedule and Progress - Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with Owner concerning their acceptability.
- f. Witness Equipment Tests – Consult with Owner in advance of scheduled major tests, inspections, or initiation of important phases of the work. Up to two of Engineer's staff will attend the factory test of the blower and of the engine/generator.
- g. Confirm Materials Testing – Confirm that the Contractor has performed the materials testing required.
- h. Report Unsatisfactory Work – Report whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents and advise Owner and Contractor when RPR believes work should be corrected or rejected.
- i. Attend Progress Meetings - Attend the monthly progress meetings and other job conferences as required, virtually or in-person, in consultation with Owner, and provide advance notice to those expected to attend.
- j. Prepare Field Modifications and Change Orders - Prepare necessary field modifications and change orders in accordance with instructions of the Owner. Prepare independent cost evaluations of work to be covered by the change order and conduct negotiations with the Contractor. NOTE: 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.
- k. Monthly Progress Reports - Furnish Owner with monthly reports via e-mail of progress of the work and the Contractor's compliance with the approved progress schedule. Keep Owner informed of any expected delays in progress schedule.
- l. Substantial Completion Document - Conduct a final inspection in the company of the Owner and the Contractor. Prepare a final list of items to be completed or corrected. Submit to Owner's PM a list of observed items requiring completion or correction by the Contractor. Submit to Owner's PM a draft Certificate of Substantial Completion for Owner's concurrence and execution.
- m. Final Inspection - Conduct a final inspection in the company of the Owner and Contractor, and prepare a final punchlist of items to be completed or corrected.

3. ENGINEERING SUPPORT

- a. Administration
 - i. Provide a project manager to coordinate services provided by Engineer's design discipline personnel.

- ii. Consult with Owner regarding progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Contractor concerning their acceptability.
 - b. Shop Drawing Review Administration
 - i. Establish project files with a separate file for each specification section which requires a submittal.
 - ii. Establish a shop drawing submittal log subdivided by specification section.
 - iii. Prepare a shop drawing routing (control) list identifying design personnel that will be providing the technical review.
 - iv. Prepare a shop drawing transmittal form for the Contractor's use.
 - v. Explain and discuss shop drawing processing procedure to Contractor at the pre-construction conference.
 - vi. Log and route each shop drawing as submitted.
 - vii. Review designer's technical review comments on each submittal.
 - viii. Prepare reviewed submittals for distribution to Contractor, Owner, and RPR.
 - ix. Provide Owner a summary of submittal review status via e-mail once per month through project duration.
 - c. Shop Drawing Technical Review
 - i. Review for conformance with the intent of the Contract Documents.
 - ii. State the submittal's exceptions and deficiencies determined during the review process.
 - iii. Determine the status of the submittal. ("No Exceptions Taken", "Make Corrections Noted", "Rejected", "Amend and Resubmit").
 - iv. For purposes of this Agreement, 400 hours are included for Engineer's review of shop drawings.
 - d. Respond to Requests for Information (RFIs)
 - i. Review and distribute up to 25 Contractor RFIs to appropriate Engineer's staff and Owner for approval or rejection.
 - ii. Receive all comments and other review documentation from Engineer's staff and Owner.
 - iii. Compile and transmit to the Contractor.
 - e. Designer Technical Input
 - i. Attend the Design Transfer Conference and provide an overview of design considerations and constraints. Respond to questions and follow up with responses.
 - ii. Answer design interpretation and clarification requests from the Owner, Contractor, and RPR. All responses to be documented by either e-mail or memo to the RPR.
 - iii. Provide technical input into contract change orders and field modifications.
 - iv. Conduct site visits by appropriate design discipline personnel at appropriate stages of construction to review the quality of the work and to determine, in general, whether the work conforms to the Contract Documents.
 - v. For the purposes of this Agreement, 30 days (240 hours) of site visits plus travel expenses for support staff are included.
 - vi. Attend meetings with Contractor to resolve disputes on the acceptability of proposed equipment and/or modifications required thereto.
 - f. Aeration Test Program
 - i. Develop a test program for the aeration system to help define parameters and set points for Aeration Control Panel.
 - 1. Test program will determine:
 - a. Optimum location of ammonium probes.
 - b. DO and ammonia set point ranges based on an average final effluent composite sample results for ammonia over a period of one week.
 - c. DO and ammonium alarm set points.
 - d. Minimum basin air flow.
 - e. Air header pressure ranges and alarms.
 - ii. Engineer will conduct testing with Owner's personnel and testing equipment.

- iii. Provide a Technical Memorandum with the test results and recommend probe locations and set points for the Aeration Control Panel.
4. **START-UP AND OPERATIONS AND MAINTENANCE SERVICES**
- a. Operations Specialist - Provide an O&M specialist who will provide leadership in the start-up, testing, and commissioning of the new facilities. The O&M specialist will be an experienced wastewater treatment professional and will have experience as a wastewater treatment plant operator. The O&M specialist will be well versed and experienced in the unique challenges accompanying facility and equipment startup.
 - b. Vendor Instruction Services
 - i. Coordinate presentation and scheduling of vendor O&M training sessions and notify Owner's operating personnel when sessions will occur.
 - ii. Attend vendor's training on-site for 15, 8-hour days to assist Owner's staff with presentation of design aspects of the equipment discussed.
 - c. Systems Demonstration Assistance
 - i. Provide on-site support to assist Owner in start-up of equipment and to observe some of the Contractor's System Demonstration Tests.
 - d. For purposes of this Agreement, the following time is budgeted which includes travel time to site: 144 hours.
5. **VENDOR OPERATION AND MAINTENANCE MATERIALS**
- a. Administration
 - i. Receive equipment manufacturers' and vendor's operation and maintenance (O&M) material from the Contractor.
 - ii. Establish project files with a separate file for each specification section which requires an O&M submittal.
 - iii. Establish an O&M submittal log subdivided by specification section.
 - iv. Prepare an O&M routing (control) list identifying design personnel that will be providing the technical review.
 - v. Prepare an O&M transmittal form for the Contractor's use.
 - vi. Explain and discuss O&M processing procedure to Contractors at the pre-construction conference.
 - vii. Log and route each O&M submittal as submitted.
 - viii. Review designer's technical review comments on each O&M submittal.
 - ix. Prepare reviewed O&M submittals for distribution to Contractor, Owner, and RPR.
 - x. Provide Owner a summary of O&M submittal review status via e-mail once per month through project duration.
 - b. Review - Review O&M submittals for compliance with Contract Documents.
6. **OPERATIONS AND MAINTENANCE MANUAL**
- a. Prepare an electronic Operation and Maintenance (O&M) manual for the facility based on the manufacturer's O&M materials.
 - i. Manual will be produced in Microsoft Word format.
 - ii. Electronic format will include capabilities for convenient editing and future updates to include new control parameters, equipment additions, or for inclusion of modified operating procedures.
 - iii. Attend one on-site meeting to demonstrate use of manual to Owner.
 - iv. Obtain review comments from the Owner.
 - b. Provide electronic copy of final manual incorporating Owner comments.
7. **RECORD DRAWINGS**
- a. Receive markup record drawings prepared by Contractor. The markup drawings submitted to the Engineer shall be in accordance with the Contract Documents.
 - b. Prepare record drawings based on Contractor's markup drawings. Field verification is not included.
 - c. Provide two sets of 11x17 draft prints of record drawings to Owner for review. Incorporate Owner comments into record drawings.

- d. Provide Owner with one set of 11 x 17 paper prints and one set of final record drawings. Size of final record drawing sets will be 22 inches by 34 inches.
- e. Provide Owner copy of record drawing CADD files and PDFs.

C. ASSUMPTIONS

Our proposed scope and fee for construction related services is based on the following assumptions.

1. The project will last for 24 months from Notice to Proceed to Final Completion.
2. The Contractor is responsible for construction means and methods.
3. Engineer will observe the construction activities and communicate any concerns to Owner regarding compliance with the design and specifications, construction quality, or construction completeness. Engineer does not assume any responsibility for the Contractor's performance, safety or means and methods.
4. Construction related services are budgeted at a total of 4167 hours, including senior and support staff time.
5. Funding Programs Support is budgeted at 68 hours of senior staff time.
6. Per diem expenses for the RPR and support staff are based on a total of 75 days on site and the periodic site visits.
7. Any work beyond the scope and budgeted labor hours described above (including work performed on an as-needed or as-requested basis) will be performed for an additional fee.
8. Owner will provide suitable office space and internet connection for RPR use while on-site.

D. FEE

We propose to complete this Scope of Services on a time and materials basis for fee not exceeding \$879,100. The task breakdown by cost is shown below. The individual task totals are estimates only and are not intended to serve as limits on any particular task.

TASK	COST
TASK 1: PROJECT ADMINISTRATION AND INITIATION	\$43,600
TASK 2: CONSTRUCTION SERVICES	\$419,300
TASK 3: ENGINEERING SUPPORT	\$250,500
TASK 4: START-UP AND OPERATIONS AND MAINTENANCE SERVICES	\$66,600
TASK 5: VENDOR OPERATIONS AND MAINTENANCE MATERIALS	\$28,900
TASK 6: OPERATIONS AND MAINTENANCE MANUAL	\$50,600
TASK 7: RECORD DRAWINGS	\$19,600
TOTAL	\$879,100

E. SCHEDULE

Engineer assumes a 24-month duration for this project from Notice to Proceed to Final Completion. Engineer estimates the following generalized schedule for the major milestones and tasks at the time of this Amendment. This schedule is tentative and subject to change based on several variables, including the Contractor schedule and weather conditions.

- Notice to Proceed – March 2023
- Project Setup, Shop Drawings – March through June-July 2023
- Construction Inspection (minor) – June-July 2023 through April-May 2024
- Construction Inspection (major) – April-May 2024 to February-March 2025
- Plant Testing, O&M Preparation – January 2024 through March 2025

Engineer and Owner both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus. For the avoidance of doubt, a COVID-19 outbreak shall be considered a force majeure event under Article 11 of the General Conditions.