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WORK RELEASE NO. 2025-1

HOMESTEAD WASTEWATER LINE

Hildale City
320 E Newell Avenue
Hildale, UT 84784

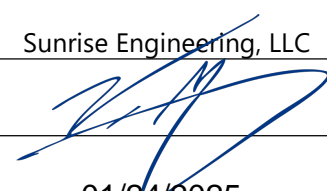
EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: Hildale City

ENGINEER: Sunrise Engineering, LLC

By: _____

By:  _____

Date: _____

Date: 01/24/2025

Name: Jerry Postema

Name: Vern Maloy, PE

Title: Director

Title: Office Manager

WORK RELEASE NO. 2025-1

This Work Release is entered into by and between Hildale City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 12, 2013, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Homestead Wastewater Line**
2. Type of Facility: **12" Diameter Wastewater Transmission Pipeline and Manholes**
3. Size of Facility: **Approx 3,525 LF**
4. Facility Location: **Colorado City, Mohave County, Arizona**
5. Summary of Improvements: **Hildale City desires to improve wastewater transmission capacity from the North side of the city by installing a new 12" transmission line on Homestead St. which will act as a parallel line to the line in Richard St.. In addition to the sewer line, Hildale city desires to improve water pressure and fire flow capacity by installing additional water improvements near Homestead St. and Arizona Ave. Water improvements are anticipated to be a 6-8" mainline on Homestead St. and possibly Harker Ave. between Arizona Ave. and Academy Ave. Engineering design will include water modeling to determine the final location and size of these water improvements. (see attached Preliminary Project Exhibit)**
6. Funding Sources: **Self-funded through impact fees.**
7. Relevant Studies, Reports, Plans: **Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis 2016 dated June 21, 2016**
8. Design CAD Standards: **ENGINEER's CAD Standards**
9. Design Code Standards: **CLIENT's Construction Design Standards and Construction Design Details**
10. Bidding & Contract Documents: **EJCDC C-Series**
11. Construction General Conditions: **EJCDC C-Series**

12. Project Specifications: **CLIENT's Construction Design Standards and Construction Design Details**
13. Anticipated Drawing Contents: **General Sheets, Plan & Profile Sheets, Utility Sheets, Detail Sheets.**
14. Number of Prime Construction Contracts: **One**
15. Expected Construction Duration: **120 Calendar Days**
16. Project Assumptions: **It is assumed that project will not include roadway design. Existing roadway surface that is disturbed during project will be replaced with 6" of untreated road base. It is assumed that all pipelines will be installed in the public Right-Of-Way (ROW) and will not require easements or purchasing additional ROW. The project scope assumes that geotechnical investigation will not be required.**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
 - iv) Prepare and submit regular engineering services progress reports to CLIENT.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Preliminary Design Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Preliminary Design Phase.
 - iii) Relative to design survey and mapping:
 - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by CLIENT, coordinate with CLIENT's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for ENGINEER's design purposes.
 - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
 - iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
 - v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.

- (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
 - (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
- (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
- vi) Relative to mitigation of utilities conflicts:
 - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
 - (2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.
- vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
- viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
 - (1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
 - (2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.
 - (3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
 - (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- ix) **Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:**
 - (1) **Design Survey and Mapping**
 - (a) Perform design survey and mapping of the site including the area likely to be affected by the project.
 - (b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.
 - (c) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when surface elements of such features are visible and accessible.
 - (d) Set, at minimum, five control points for use in subsequent surveys and construction staking.
 - (e) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.
 - (f) Prepare boundary survey and parcel tract map of the proposed project area.
 - (g) Record of survey maps, setting monuments, preparing easement or right-of-way documents, and similar services are excluded from the design survey and mapping scope.
 - (2) **Hydraulic Modeling**
 - (a) Analyze CLIENT's existing culinary water model to determine possible scope for waterline improvements in Homestead St. to help increase pressures and fire flows in the project area.

- x) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and ENGINEER's findings and recommendations for advancing the project to the Final Design Phase.
 - (1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.
 - (2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:
 - (a) The project concept, intent, performance criteria, desired outcomes, CLIENT's design and construction standards, and CLIENT-directed improvements and facility elements.
 - (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern or hazardous materials; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.
 - (c) The time schedule for completion of the project and estimated schedule(s) for construction.
 - (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by CLIENT for inclusion in the project.
 - (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by CLIENT.
 - (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
 - (h) The effect of permits and authorizations by other entities and utility coordination needs.
- xi) Prepare preliminary drawings representing roughly 30% design achievement.
- xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.
- xiii) Furnish the Preliminary Design Phase report, preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- xiv) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

3. **Final Design Phase**

- a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.
- b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
- c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:

- i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.
- ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.
- iii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.
- d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
 - i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
 - ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.
- e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- f) Perform or furnish the following other Final Design Phase services:
 - i) Visit the site as needed to assist in preparing the final drawings and specifications.
 - ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.
 - iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.
 - iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- g) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.
- h) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
- i) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. Permitting Phase

- a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
 - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
 - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.
 - iii) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

- (1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.
- (2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.
- iv) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) CLIENT acknowledges that:
 - i) ENGINEER does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

5. Bidding/Proposal Phase

- a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes **ENGINEER** will primarily lead and perform the work of the Bidding/Proposal Phase, with **CLIENT** acting in a secondary or supporting role.
- b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:
 - i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:
 - (1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
 - (a) The following method(s) will be used to distribute bidding documents:**
 - (i) ENGINEER will host bidding documents on its online plan room.**
 - (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
 - (3) Conduct pre-bid conferences, if any.
 - (4) Receive and process contractor deposits or charges, if any, for the issued documents.
 - ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
 - iv) Conduct the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.
 - (1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.
 - (2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.
 - (3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

6. Construction Phase

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.
- b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.
 - i) **This Work Release assumes ENGINEER will perform Construction Phase services in a secondary or supporting role to CLIENT with CLIENT being primarily responsible for the performance of the Construction Phase services described below.**
 - ii) **When serving in a supporting role:**
 - (1) ENGINEER shall be responsible and liable only for those Construction Phase services actually performed by ENGINEER or professional opinions and interpretations actually rendered by ENGINEER.
 - (2) CLIENT waives all claims against ENGINEER and its officers, directors, members, partners, agents, employees, and subconsultants that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services actually performed or rendered by ENGINEER or its subconsultants.
- c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:
 - i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.
 - ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.
 - iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:
 - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
 - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
 - (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
 - iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.
 - v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.
 - vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
 - vii) Relative to observations of the contractor's work while it is in progress:

- (1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.
- viii) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
 - (1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
 - (2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- ix) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.
- x) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
 - (1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.
- xi) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.
- xii) Relative to change orders, work change directives, change proposals and claims:
 - (1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.
 - (3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.

- xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.
- xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. 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.
- xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvi) Relative to inspections and tests:
 - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. ENGINEER's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction 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 construction contract documents. ENGINEER shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xvii) Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - (1) Determine the amounts that ENGINEER recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.
 - (a) Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, within the limits of ENGINEER's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
 - (b) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
 - (2) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release. Neither ENGINEER's review of the contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto,

or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.

- (3) ENGINEER's recommendation for payment will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by CLIENT; to determine that title to any portion of the work, including 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 the contractor that might affect the amount that should be paid.
- xviii) Receive from the contractor, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xix) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xx) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.
- xxi) After notice from the contractor that the work is complete:
 - (1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.
- d) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.
- e) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- f) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

7. Post-Construction Phase

- a) Upon written authorization from CLIENT during the Post-Construction Phase, ENGINEER will:
 - i) Together with CLIENT, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist CLIENT in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.

- ii) Together with CLIENT, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by CLIENT and ENGINEER, will terminate 12 months after the commencement of the construction contract's correction period.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Not Requiring CLIENT's Written Authorization

- a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by CLIENT.
 - ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
 - (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
 - (2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
 - (3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
 - (4) Providing to the contractor or CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
 - v) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.
 - vi) Services in connection with any partial utilization of the work by CLIENT prior to substantial completion.
 - vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
 - viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.

- ix) While at the site, compliance by ENGINEER and its staff with those terms of CLIENT's or the contractor's safety program provided to ENGINEER after the effective date of this Work Release that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
 - iii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - iv) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - v) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - vi) Undertaking investigations and studies including, but not limited to:
 - (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
 - (2) Detailed quantity surveys of materials, equipment, and labor.
 - vii) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
 - viii) Services attributable to more prime construction contracts than specified in the Background Information.
 - ix) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
 - x) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT.
 - xi) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
 - xii) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - xiii) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
 - xiv) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
 - xv) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to

be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

- xvi) Preparing contract record drawings and furnishing such contract record drawings to CLIENT.
- xvii) Supplementing contract record drawings with information regarding the completed project, site, and immediately adjacent areas obtained from field observations, CLIENT, utility companies, and other reliable sources.
- xviii) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, CLIENT, utility companies, and other sources.
- xix) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- xx) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xxi) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xxii) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
- xxiii) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) If CLIENT designates a construction manager, site representative, or any individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the site, CLIENT will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- e) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
- f) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- g) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.
- c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.
- d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. CLIENT-Furnished Services

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.
- d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.
- f) CLIENT will perform or provide the following supplemental CLIENT-Furnished services tasks or deliverables:
 - i) **Uncover and identify/mark storm drain, irrigation, and wastewater manholes, inlets, or other surface features for survey by ENGINEER.**
 - ii) **Construction observation**
 - (1) **Provide an on-site resident project representative or construction observer during the Construction Phase of the project. The role and duties of the CLIENT's resident project representative shall be set forth in the construction contract documents.**

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Project Administration	2.1	\$12,700	Lump Sum	
Preliminary Design Phase	2.2	\$14,300	Lump Sum	
Design Survey and Mapping	2.2.a.ix.1	\$10,300	Lump Sum	
Final Design Phase	2.3	\$23,400	Lump Sum	
Permitting Phase	2.4	\$2,000	Hourly Rates	
Bidding/Proposal Phase	2.5	\$8,500	Hourly Rates	
Construction Phase	2.6	\$35,700	Hourly Rates	
Additional Services	3.1, 3.2	\$0	Hourly Rates	
Total	-	\$106,900	-	-

2. Lump Sum Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

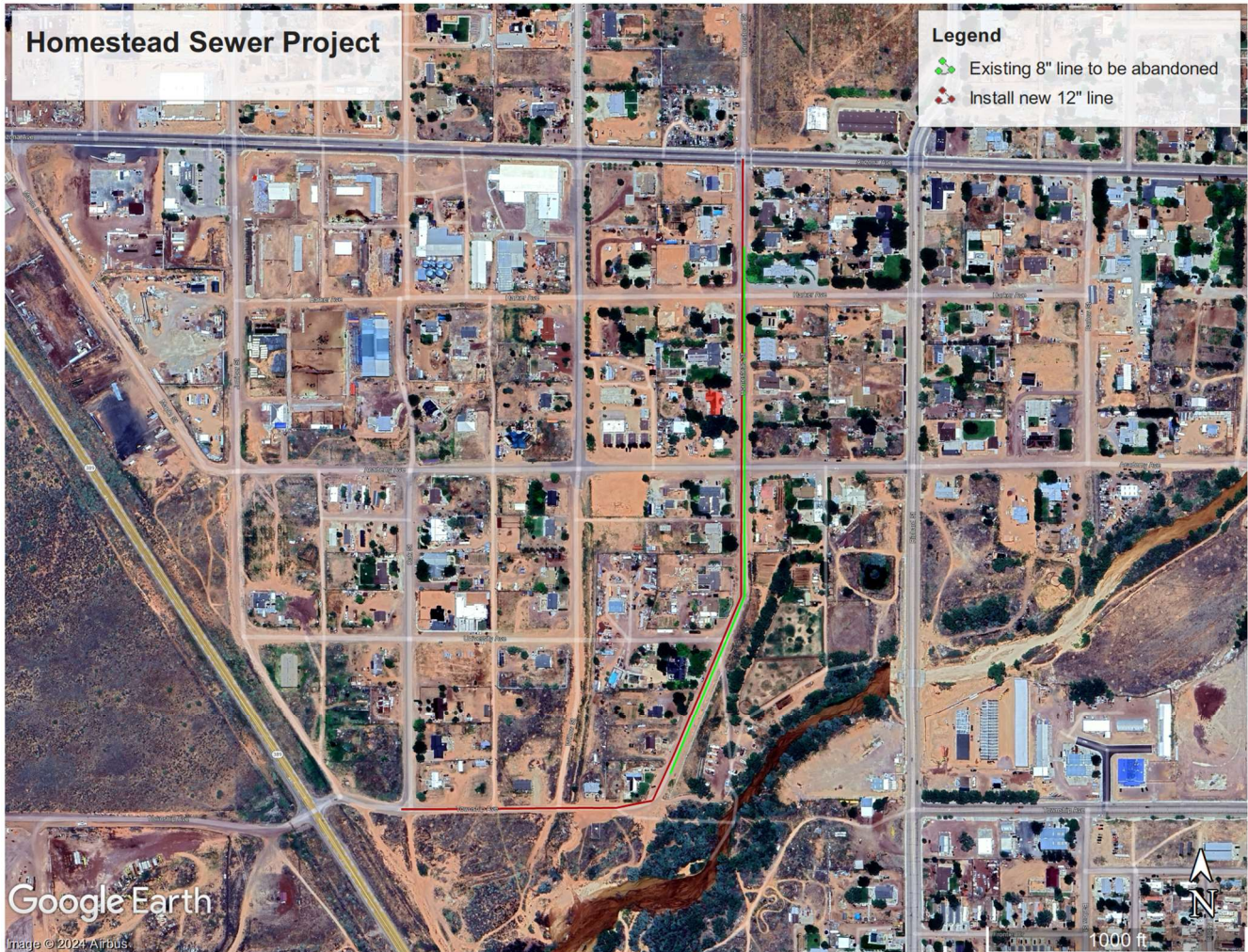
4. Billing Schedule

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Fee Schedule, Reimbursable Expense Schedule.

PRELIMINARY PROJECT EXHIBIT



SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
53	Administrative III	\$104	601	GIS Tech	\$90
101	Engineer Intern (EIT) I	\$123	602	GIS Tech II	\$110
102	Engineer Intern (EIT) II	\$137	611	GIS Specialist I	\$135
103	Engineer Intern (EIT) III	\$151	613	GIS Analyst	\$165
104	Engineer III	\$165	614	GIS Programmer	\$175
105	Engineer IV	\$179	615	GIS Team Leader	\$180
106	Engineer V	\$193	921	Survey Tech	\$99
107	Senior Engineer	\$235	930	Survey CAD Tech	\$139
108	Engineer VI	\$207	940	Survey Manager	\$188
109	Engineer VII	\$221	945	Registered Surveyor	\$203
110	Principal Engineer	\$249	950	Principal Surveyor	\$225
354	Construction Observer IV	\$159	955	One Man Survey Crew	\$165

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

STG 01-2025