

WORK RELEASE NO. 2025-2

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: **A-Line Manhole Repair**
2. Type of Facility: **Thirty-four 48" diameter manholes and two 60" diameter manholes.**
3. Size of Facility: **Thirty-six manholes along an approximately 18,000 lineal foot gravity sewer line.**
4. Facility Location: **Hildale City, Washington County, Utah**
5. Summary of Improvements: **CLIENT has 36 concrete sewer manholes that have deteriorated and are in need of repair. The repair is expected to include excavating the manholes approximately 6 feet deep and removing the upper cone section. The lids and steel rings will be reused if feasible. The interior of the manholes will be cleaned of loose debris. PVC pipe (C900 42" or 54" diameter) will be cut to length and the bottom scribed to fit the shape of the manhole. Any gap between the pipe and the manhole base will be filled with non-shrink grout. The cone will be replaced with a new precast top section. The annular space between existing manhole and new C900 pipe will be filled with concrete and then backfilled with native material. (see attached Preliminary Project Exhibit)**
6. Funding Sources: **CLIENT self-funded**
7. Design Code Standards: **CLIENT's Construction Design Standards**
8. Bidding & Contract Documents: **EJCDC C-Series**
9. Construction General Conditions: **EJCDC C-Series**
10. Project Specifications: **CLIENT's Construction Design Standards**
11. Anticipated Drawing Contents: **Exhibits showing manhole detail and manhole locations.**
12. Number of Prime Construction Contracts: **One**

13. Expected Construction Duration: 60 Calendar Days
14. Project Assumptions: The scope of this work release assumes that ENGINEER will not be providing detailed designs or construction drawings. It is assumed that ENGINEER will provide specifications, bidding documents, and contract documents to be used during bidding & construction. Bidding documents are assumed to contain exhibits showing the intent of the repairs and location of manholes. Information and data for bid packet exhibits will be provided by CLIENT. The project assumes that ENGINEER will perform the bidding phase and construction phase services in a lead role. It is assumed that ENGINEER will be providing part time observation during construction. Fee for construction phase was calculated assuming observer will perform 2 observations per manhole and make 1 trip to construction site per observation. It is assumed that no site visits or progress meeting will be required during the design phase of the project.

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. Design Phase

- a) Upon authorization from CLIENT, ENGINEER will prepare bidding exhibits and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor.
 - i) ENGINEER will furnish to CLIENT draft exhibits and specifications. 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 exhibits and specifications for CLIENT's use in issuing the project for public bid.
- b) 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.
- c) 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.
- d) Perform or furnish the following other Final Design Phase services:

- i) 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.
- ii) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- e) Furnish for review by CLIENT the final exhibits, 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.
- f) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
- g) 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.

3. Permitting Phase

- a) No permits are anticipated for this project and therefore no permitting items are included in this scope of services .
- 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.

4. 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) Attend 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.

5. 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 primary role as described hereafter.**
- 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) Provide the services of a construction observer at the site to provide more extensive observation of the contractor's work. The duties, responsibilities, and authority of the construction observer are as set forth below:
- (1) General duties and limitations are as follows:
 - (a) The construction observer's primary role is to observe the progress and quality of the work, act as ENGINEER's representative at the site, and act as directed by and under the supervision of the project engineer.
 - (b) The construction observer will provide part-time representation at the site, unless otherwise directed by the project engineer in coordination with CLIENT.
 - (c) The construction observer's dealings in matters pertaining to the work in general will be with the contractor. The construction observer's dealings with subcontractors will only be through or with the knowledge and approval of the contractor. The construction observer will generally communicate with CLIENT only with the knowledge of and under the direction of the project engineer.
 - (d) Subject to the scope of the construction observer's observations of the work, ENGINEER will endeavor to identify defects and deficiencies in the work. However, ENGINEER shall not, as a result of the construction observer's observations of the work, supervise, direct, inspect, or have control over the work, nor shall ENGINEER (including the construction observer) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the site, for safety precautions and programs incident to the work or any constructor's work in progress, for the coordination of the constructors' work or schedules, or for any failure of any constructor to comply with laws and regulations applicable to the performing and furnishing of its work. ENGINEER (including the construction observer) neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish and perform the work, or any portion of the work, in accordance with the construction contract documents.
 - (2) Duties and responsibilities of the construction observer include:
 - (a) Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by the contractor and consult with the project engineer concerning acceptability of such schedules.
 - (b) Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (not including the contractor's safety meetings).
 - (c) Comply with site safety programs, as they apply to the construction observer, and if required to do so by such safety programs, receive safety training specifically related to construction observer's own personal safety while at the site.
 - (d) Relative to providing liaison services:
 - (i) Assisting the project engineer, serve as ENGINEER's liaison with the contractor.
 - (ii) Working principally through the contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the construction contract documents.
 - (iii) Assist the project engineer in serving as CLIENT 's liaison with the contractor when the contractor's operations affect CLIENT's on-site operations.
 - (iv) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.

- (e) Receive from the contractor submittal of any matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, RFIs), or relating to the acceptability of the work under the construction contract documents. Report to the project engineer regarding such RFIs. Report to the project engineer when clarifications and interpretations of the construction contract documents are needed, whether as the result of a contractor RFI or otherwise. Transmit the project engineer's clarifications, interpretations, and decisions to the contractor.
- (f) Relative to shop drawings, samples, and other submittals:
 - (i) Receive samples that are furnished at the site by the contractor.
 - (ii) Receive contractor-approved shop drawings.
 - (iii) Receive other submittals from the contractor.
 - (iv) Record date of receipt of samples, contractor-approved shop drawings, and other submittals.
 - (v) Notify the project engineer of availability of samples for examination, and forward contractor-approved shop drawings and other submittals to the project engineer. When appropriate recommend distribution of submittal to specified subconsultants.
 - (vi) Advise the project engineer and the contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal, if the construction observer believes that the submittal has not been received from the contractor or has not been approved by the contractor or the project engineer.
- (g) Consider and evaluate the contractor's suggestions for modifications to the drawings or specifications, and report such suggestions, together with construction observer's recommendations, if any, to the project engineer. Transmit the project engineer's response (if any) to such suggestions to the contractor.
- (h) Relative to review of work:
 - (i) Report to the project engineer whenever the construction observer believes that any part of the work is defective under the terms and standards set forth in the construction contract documents and provide recommendations as to whether such work should be corrected, removed, and replaced, or accepted as provided in the construction contract documents.
 - (ii) Inform the project engineer of any work that construction observer believes is not defective under the terms and standards set forth in the construction contract documents but is nonetheless not compatible with the design concept of the completed project as a functioning whole and provide recommendations to the project engineer for addressing such work.
 - (iii) Advise the project engineer of that part of the work that the construction observer believes should be uncovered for observation, or requires special testing, inspection, or approval.
- (i) Relative to inspections, tests, and system start-ups:
 - (i) Consult with the project engineer in advance of scheduled inspections, tests, and systems start-ups.
 - (ii) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT's personnel, and that the contractor maintains adequate records thereof.
 - (iii) Observe, record, and report to the project engineer appropriate details relative to the test procedures and systems start-ups.
 - (iv) Observe whether the contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work.

- (v) Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections, and report to the project engineer.
- (vi) Nothing in this Work Release will be construed to require construction observer to conduct inspections.
- (j) Relative to records:
 - (i) Maintain at the site orderly files for correspondence, reports of job conferences, copies of construction contract documents including change proposals, change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, the project engineer's clarifications and interpretations of the construction contract documents, progress reports, approved shop drawing and sample submittals, and other project-related documents.
 - (ii) Prepare regular reports or keep a diary or log book recording the contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change proposals, change orders, field orders, work change directives, changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the project engineer.
 - (iii) Maintain records for use in preparing project documentation.
 - (iv) Upon completion of the work, furnish an original set of construction observer project documentation to the project engineer.
- (k) Relative to Reports:
 - (i) Furnish periodic reports of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (ii) Draft responses to or make recommendations on change proposals, change orders, work change directives, and field orders. Obtain backup material from the contractor.
 - (iii) Furnish to the project engineer and CLIENT copies of inspection, test, and system start-up reports.
 - (iv) Inform appropriate parties of the occurrence of any site accidents, emergencies, natural catastrophes endangering the work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition, constituent of concern, or hazardous material.
- (l) Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the project engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- (m) During the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items installed and in accordance with the contract documents, and have these documents delivered to the project engineer for review and forwarding to CLIENT prior to payment for that part of the work.
- (n) Participate in ENGINEER's visits to the site regarding substantial completion, assist in the determination of substantial completion, and prior to the issuance of a certificate of substantial completion submit a punch list of observed items requiring completion or correction.
- (o) Participate in ENGINEER's visit to the site in the company of CLIENT and the contractor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by the contractor.

- (p) Observe whether items on the final punch list have been completed or corrected and make recommendations to the project engineer concerning acceptance and issuance of the notice of acceptability of the work.
- (q) ENGINEER's construction observer will not:
 - (i) Authorize any deviation from the construction contract documents or substitution of materials or equipment (including "or-equal" items).
 - (ii) Exceed limitations of ENGINEER's authority as set forth in this Work Release.
 - (iii) Undertake any of the responsibilities of the contractor, subcontractors, or suppliers, or any constructor.
 - (iv) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the work, by the contractor or any other constructor.
 - (v) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or the contractor.
 - (vi) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the project engineer.
 - (vii) Accept shop drawing or sample submittals from anyone other than the contractor.
 - (viii) Authorize CLIENT to occupy the project in whole or in part.
- ix) 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.
- x) 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.
- xi) 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.
- xii) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.

- xiii) 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.
- xiv) 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.
- xv) 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.
- xvi) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvii) 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.
- xviii) 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.
- xix) 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.
- xx) 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.
- xxi) 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.
- xxii) 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.

6. 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) Design and preparation of construction drawings.
 - ii) Services related to preparing and submitting permit applications.
 - iii) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - iv) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
 - v) 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.
 - vi) 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.
 - vii) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - 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 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.
 - xi) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - xii) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
 - xiii) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
 - xiv) 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.

- xv) Overtime work requiring higher than regular rates.
- xvi) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xvii) 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.

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
Design Phase	2.2	\$8,500	Lump Sum	
Bidding/Proposal Phase	2.4	\$10,000	Hourly Rates	
Construction Phase	2.5	\$40,900	Hourly Rates	
Post Construction Phase	2.6	\$2,500	Hourly Rates	
Total	-	\$61,900	-	-

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. Estimated Compensation Amounts

- a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
- b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

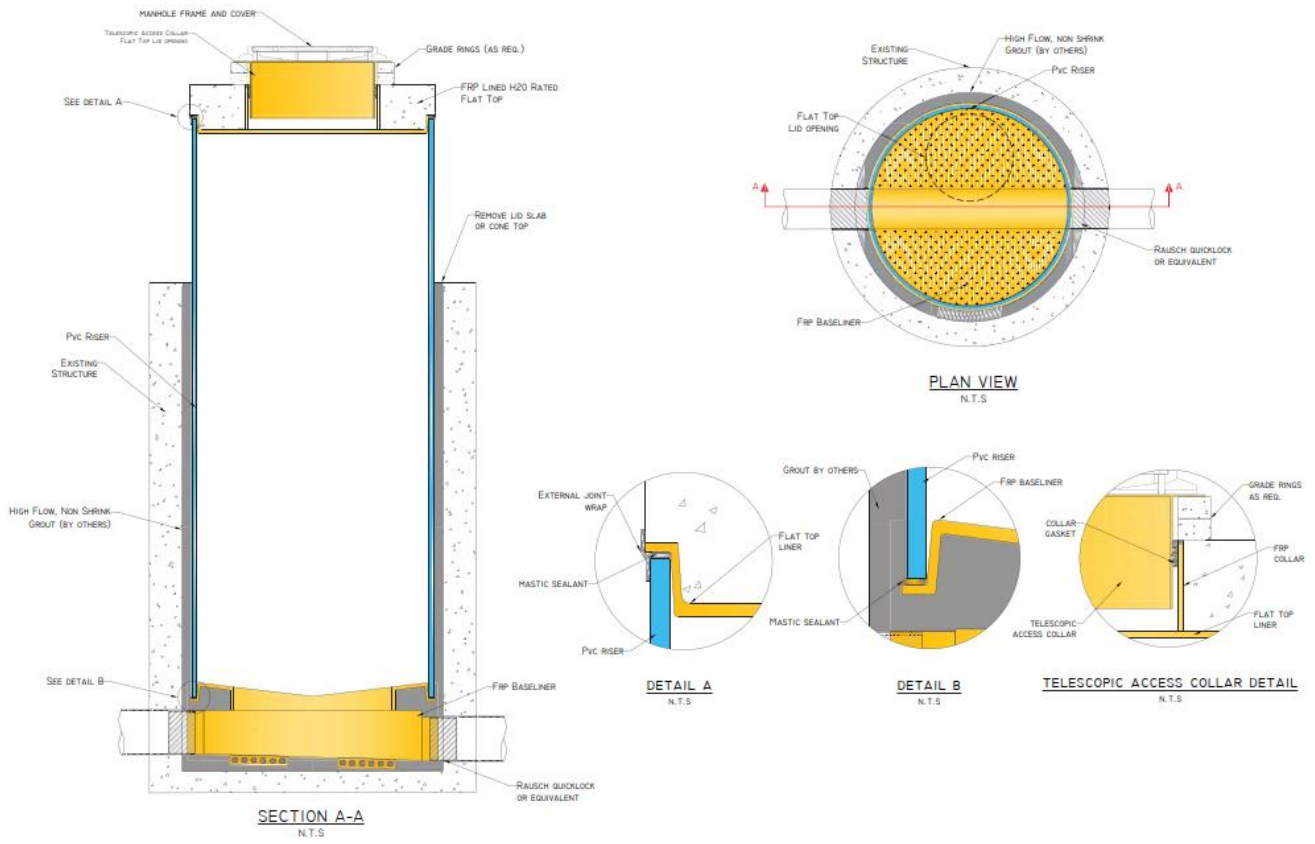
5. Billing Schedule

- 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*

<u>Labor Code</u>	<u>Work Classification</u>	<u>Hourly Rate</u>	<u>Labor Code</u>	<u>Work Classification</u>	<u>Hourly Rate</u>
53	Administrative III	\$105	106	Engineer V	\$196
101	Engineer Intern (EIT) I	\$125	107	Senior Engineer	\$239
102	Engineer Intern (EIT) II	\$139	108	Engineer VI	\$210
103	Engineer Intern (EIT) III	\$154	110	Principal Engineer	\$249
104	Engineer III	\$168	350	Construction Observer V	\$182
105	Engineer IV	\$182	354	Construction Observer IV	\$161

REIMBURSABLE EXPENSE SCHEDULE*

<u>Expense</u>	<u>Rate</u>
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.

Sunrise Base 02-2025