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AMENDMENT NO. 2 TO TASK ORDER NO. 7

1. Background Data:

   a. Effective Date of Task Order: October 14, 2025

   b. Owner: City of Lawrence Utilities

   c. Engineer: American Structurepoint, Inc.

   d. Project: SSO Corrective Action Plan: Wet Weather Storage Basins

2. Nature of Amendment

   X Modifications to Services of Engineer

   X Modifications to Payment to Engineer

   X Modifications to Time(s) for rendering Services

3. Description of Modifications

   Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature.

OWNER:	ENGINEER:
	Signed by: M. David Mohler 1F523B865E8D44B...
By:	By: M. David Mohler
Title:	Title: Vice President
Date Signed:	Date Signed: 10/27/2026

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This is **Attachment 1**, consisting of twenty-two pages, to Amendment No. 2.

Modifications

1. Exhibit A is modified to read as follows:

Project Background

The Owner has requested the Contracting Design, Bid, and Construction phase **along with peer review** services for the Owner's Wet Weather Storage Basins in two (2) locations as required under its Federal Administrative Order on Consent for control of recurring sanitary sewer overflows (SSOs). This project includes the design of two (2) storage basins **and associated infrastructure** – one (1) controlling the SSOs near 46th and Post, and the other for the SSO at the 71st Street Lift Station near 71st Street and Oaklandon Road. The preliminary concept of the storage basins was described in the City's SSO Corrective Action Plan (CAP) approved by the Environmental Protection Agency on April 18, 2025. The proposed project will provide the required storage to eliminate SSOs in these locations during a 2-year, 24-hour storm event. It is anticipated that the storage volume of the 46th and Post storage basin will be ~~1.~~8 million gallons (~~MG~~ **50/50 capacity split with Citizens Energy Group**) and the 71st Street storage basin will be 0.54 **million gallons (**MG**)**. The stored SSO water will be pumped back into the collection system within 48 hours of the storm event. In general, the project includes the following **per location**:

46th and Post

1. **Abandon the Clinton Lift Station (LS 14) at 45th and Clinton**
2. **Proposed 18-inch diameter sewer system from abandoned lift station to 46th and Clinton (MH 26181022)**
3. **Proposed 24-inch diameter sewer system from 46th and Clinton (MH 26181022) to proposed storage basin diversion structure at 46th and Post. Modify Heritage Hills Lift Station force main discharge to connect to proposed 24-inch diameter sewer system. Provide relief connection at 46th and Clinton.**
4. **Proposed storage basin with lift station and appurtenances to be designed by others. Contractor to coordinate with Citizens Energy Group and their consultants during the storage basin's design and construction phases and conduct peer review of the design.**
5. **Hydraulic modeling of proposed CAP alternatives with the above improvements along with I/I reduction projects and considering future development in the area to identify adverse impacts to the sewer system and properly size the proposed infrastructure components**

71st and Oaklandon

1. **Abandon 71st Street Lift Station (LS 10)**
2. **Proposed 71st Street Lift Station (LS 10) relocated to proposed storage basin site with new force main to connect to the existing force main**
3. **Proposed overflow gravity sewer from the proposed relocated 71st Street Lift Station (LS 10) to the proposed storage basin**
4. **Proposed storage basin**
5. **Land acquisition services**

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6. **Right-of-way engineering**
7. **Preliminary Engineering Report for State Revolving Fund (SRF) consideration**

~~1. Construction of two (2) equalization basins with the following major components:~~

~~a. Gravity sewer and manholes~~

~~b. Diversion structure~~

~~c. Screening~~

~~d. Underground storage basin approximately 120 feet by 140 feet by 15 feet deep for the 46th and Post basin; and approximately 100 feet by 50 feet by 15 feet deep for the 71st Street basin~~

~~e. Flushing/Cleaning system with water supply system~~

~~f. Dewatering pumps/lift Station capable of dewatering the storage basin within 48 hours~~

~~g. Force main~~

~~h. Control building~~

~~i. Instrumentation and controls~~

~~j. Communication network infrastructure~~

~~k. Electrical power/back-up generator power~~

To accomplish the objectives of the project, Contractor will perform the following scope of services.

PART 1 – BASIC SERVICES

A.1.01 *Study and Report Phase*

A. **For the 71st and Oaklandon location (except as noted),** Contractor shall:

1. Project Kickoff Meeting: Consult with Owner to define and clarify Owner's requirements for the Project and available data. Define project goals and review schedule.
2. Consult with Owner on site selection for the ~~two (2)~~ **71st Street and Oaklandon Road storage** basin~~s~~. Site selection tasks include:
   a. Attending up to three (3) meetings with the Owner's staff to review and discuss potential sites.
   b. Field visits, four (4) total, to look at potential sites.
   c. Email coordination regarding potential sites with property owners and/or Owner.
   d. **Land acquisition services**
   e. **Right-of-way engineering**
   f. Desktop environmental review of ~~two (2)~~ **the** potential site~~s (one for 46th and Post, and one~~ for **the** 71st and Oaklandon~~)~~ **basin**. The Red Flag Investigation~~s~~ (RFI~~s~~) will include a preliminary analysis of publicly available infrastructure, environmental, hydrological, and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI~~s~~ will be produced. If after completion of the RFI~~s~~ it is

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determined the project will require Wetland Delineations, Phase I Initial Site Assessments (ISAs), Phase II Site Investigations, or environmental permitting, the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.

g. ~~Coordination with Citizens Energy Group.~~

3. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Contractor's Basic Services.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Contractor.
5. Conduct one (1) workshop with the operations staff on equipment and operations preferences including controls, layouts, locations, and construction sequencing related to the project.
6. Identify and evaluate up to two (2) Wet Weather Storage Basin layout and operation alternate solutions available to Owner ~~(for each 46th and Post and 71st and Oaklandon locations)~~ and, after consultation with Owner, recommend to Owner those solutions which in Contractor's judgment meet Owner's requirements for the Project.
7. **Prepare and submit an SRF application to the Indiana Finance Authority (IFA).**
8. Prepare ~~two (2) reports (the "Reports")~~ **one (1) Preliminary Engineering Report (PER)** which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Contractor recommends. A ~~Report~~ **PER** will be prepared for ~~each~~ **the** Wet Weather Storage Basin. The outline of the report~~s~~ will include the following sections **as required by the IFA**:

   a. **Executive Summary**

   b. ~~Introduction~~ **Current Conditions**

      ~~1) Project Need~~

      ~~2) Project Location~~

      ~~3) Project Scope~~

   c. ~~Conceptual Design~~ **Utility Needs**

      ~~1) Storage Basin~~

      ~~2) Solids/Floatables (Screening)~~

      ~~3) Basin Flushing~~

      ~~4) Odor Control~~

      ~~5) Ventilation~~

      ~~6) Dewatering Pump Station and Force Main~~

      ~~7) Conveyance Sewers~~

      ~~8) Utility Coordination~~

   d. ~~Design Considerations~~ **Evaluation of Alternatives**

      ~~1) O&M~~

      ~~2) Hydraulics~~

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~~3) Preferred Equipment~~

~~4) Regulatory Coordination~~

~~5) Environmental Considerations~~

~~6) Permits Required~~

~~7) Set Back Rule~~

~~8) Land Acquisition Requirements~~

e. ~~Alternatives Development~~ **Proposed Project**

~~1) Analysis~~

~~2) Selection Matrix and Scoring~~

f. ~~Recommended Solution~~ **Evaluation of Environmental Impacts**

~~1) Schedule~~

~~2) Total Opinion of Probable Construction Cost (AACE Class 4)~~

~~3) Risk Management Plan~~

g. **Public Participation and Legal, Financial, and Managerial Capabilities**

9. Furnish three (3) review copies of the ~~Reports~~ **PER** and any other deliverables to Owner within ~~9~~ **three (3)** months of the ~~Effective Date and review with Owner~~ **completion of site selection**. Within 14 calendar days of receipt, Owner shall submit to Contractor any comments regarding the ~~Reports~~ **PER** and any other deliverables. Furnish one (1) digital copy of all ~~Report~~ **PER** Documents.

10. Revise the ~~Reports~~ **PER** and any other deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised ~~Reports~~ **PER** and any other deliverables to the Owner within fourteen (14) calendar days of receipt of Owner's comments.

11. **Contractor will attend one (1) pre-planning meeting with IFA, submit the PER to IFA for review, respond to any IFA PER comments (maximum of two (2) rounds of comments), and conduct a PER public hearing.**

12. **Contractor will conduct hydraulic modeling of proposed CAP alternatives to address the 46th and Post SSO locations including the following:**

    a. Simulate alternatives including pump station elimination, gravity sewers, I/I reduction, and storage basin addition

    b. Identify any adverse impacts to nearby sewers

    c. Refine the alternatives throughout design of the storage basin

    d. Coordinate with CEG and their consultants to ensure that the Owner's design criteria are met

    e. Assess the impacts of future development in the area by simulating select proposed developments coming online prior to the basin, as well as ensuring the basin size is adequate considering all future developments

    f. Provide model outputs and summary within twelve months of notice to proceed

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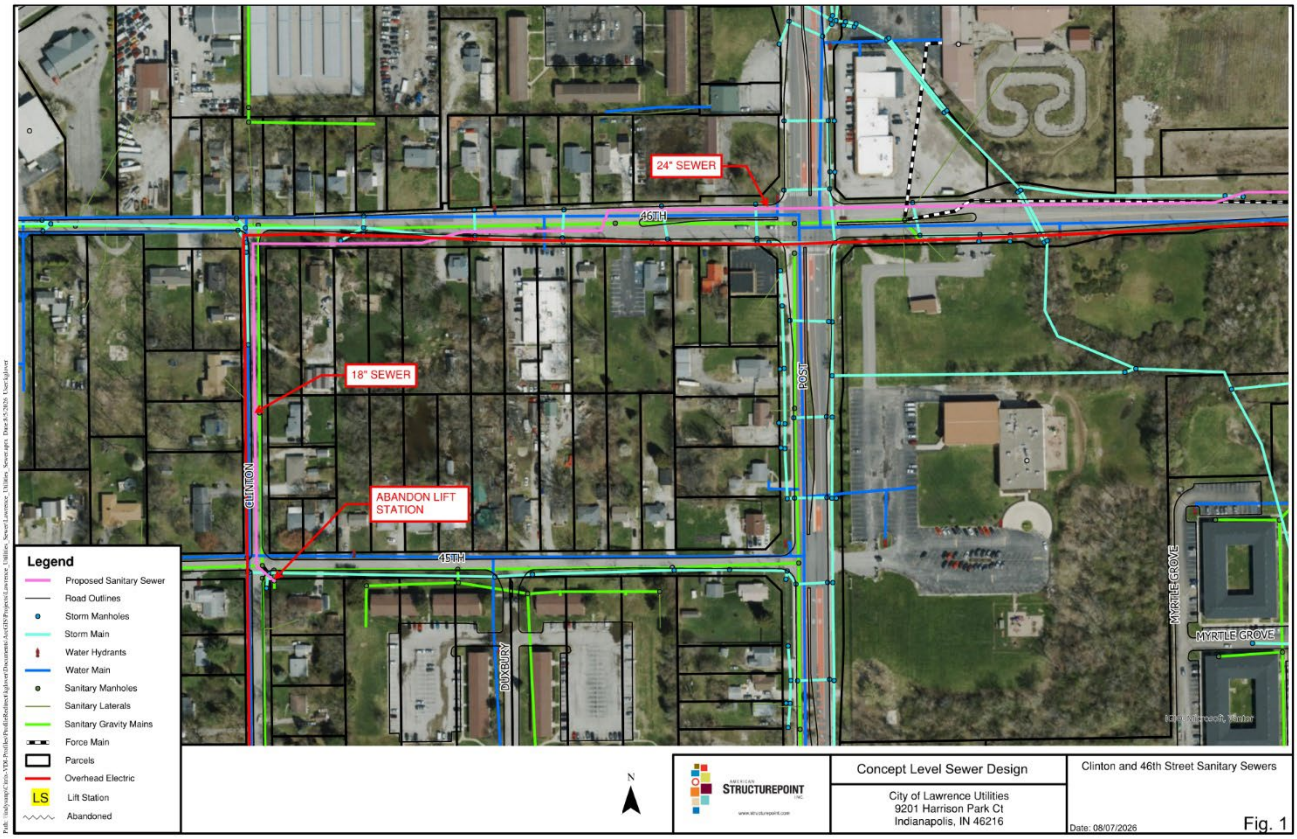
13. Contractor's services under the Study and Report Phase will be considered complete on the date when the ~~revised Reports and any other deliverables have been delivered to Owner~~ **PER has been approved by IFA and the hydraulic modeling has been completed with summarized results delivered.**

A.1.02 Preliminary Design Phase ~~*(Fee to be Determined)*~~

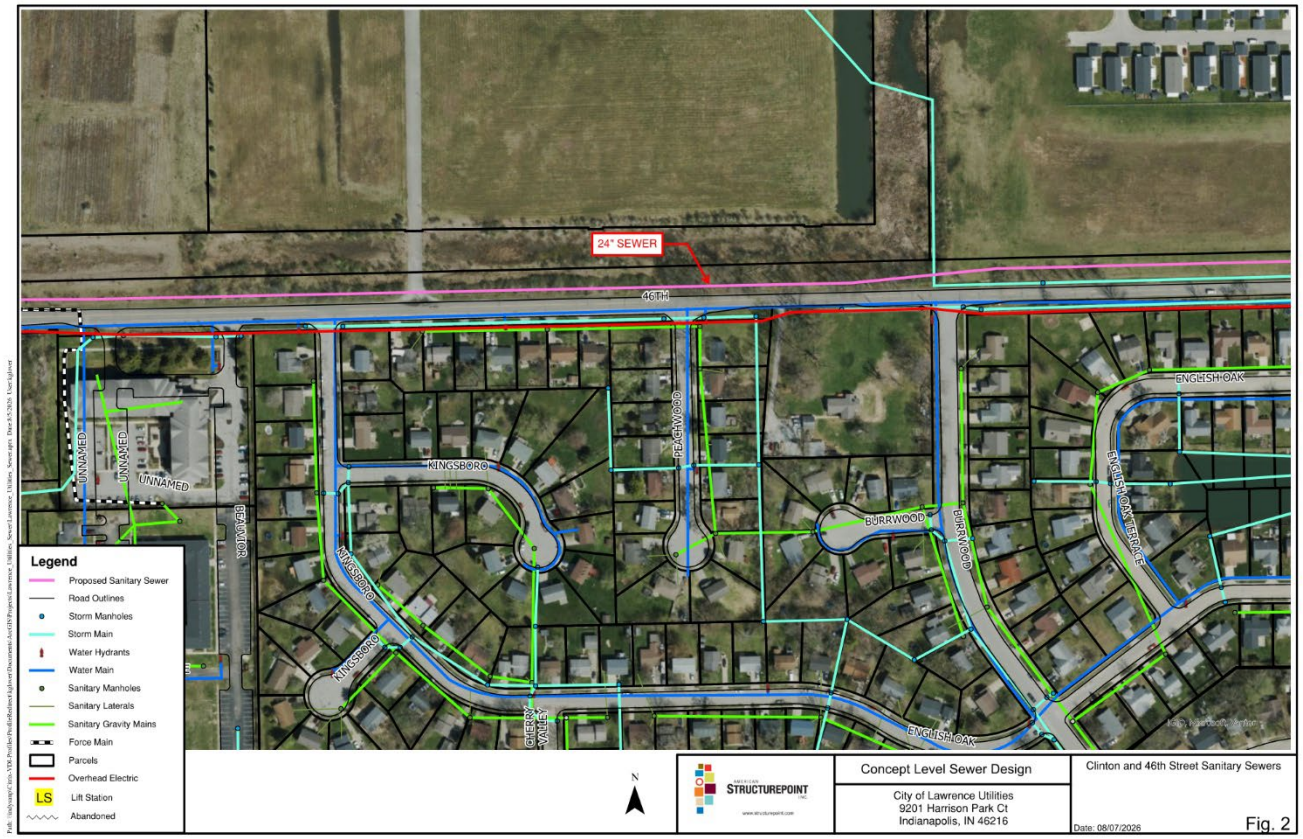
A. Citizens Energy Group (CEG) will lead the design of the 46th and Post storage basin. Contractor will conduct peer review of this storage basin design and coordinate with CEG, their consultant, and the Owner during the Preliminary Design Phase, which includes the following.

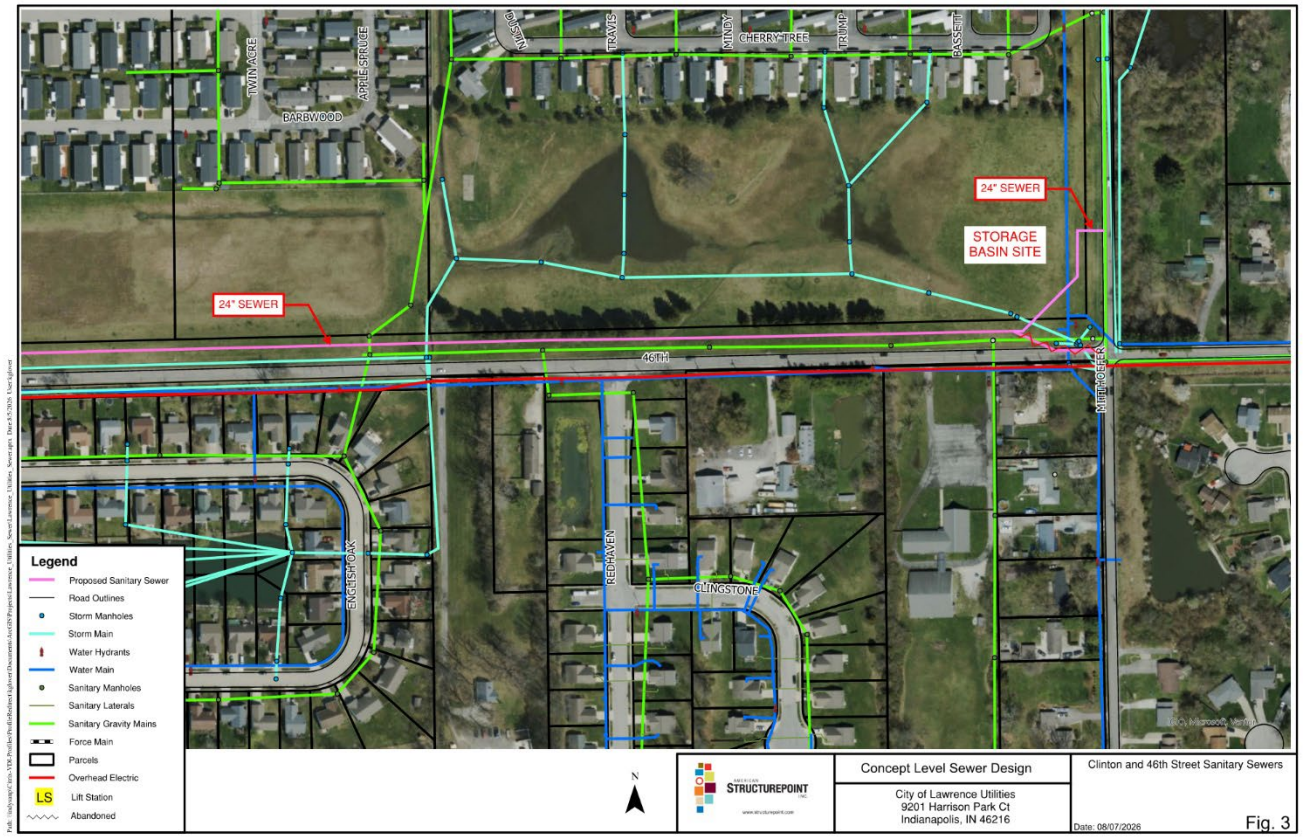
1. **Monthly biweekly virtual coordination meetings (maximum of 18)**
2. **Peer review of design documents at 30%, 60%, and 90% complete stages**
3. **General coordination with CEG and their consultant (maximum of 14 hours)**

B. Design of the 71st and Oaklandon Wet Weather Storage Basin, lift station, and appurtenances is future scope. Currently, the scope of all tasks below (unless noted otherwise) involves the 46th and Post location with the following components as shown in Figures 1, 2, and 3 below.



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1. **Abandon the Clinton Lift Station (LS 14) at 45th and Clinton**
2. **Proposed 18-inch diameter sewer system from abandoned lift station to 46th and Clinton (MH 26181022), approximately 700 linear feet**
3. **Proposed 24-inch diameter sewer system from 46th and Clinton (MH 26181022) to proposed storage basin diversion structure at 46th and Post, approximately 6,500 linear feet. Add a relief connection near the intersection of the 46th and Clinton. Modify Heritage Hills Lift Station force main discharge to connect to proposed 24-inch diameter sewer system.**

C. ~~After acceptance by Owner of the Reports and any other deliverables, selection by Owner of a recommended solutions and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and u~~ **U**pon written authorization from Owner, Contractor shall:

1. Provide necessary field surveys and topographic and utility mapping for design purposes **as detailed below**. Utility mapping will be based upon information obtained from utility owners.
   - **a. American Structurepoint will prepare a Topographic Survey for the site including the following:**
     - **1) Survey crews shall have unrestricted access to project limits**
   - **b. Establish horizontal & vertical control**
     - **1) Set temporary benchmarks on site for use during construction**
   - **c. Select topographic survey with 50-foot grid**
     - **1) Show spot elevations to the nearest 0.01 foot**
     - **2) Provide the location, size and elevation of all improvements within the survey limits**
     - **3) Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, edge of water, drainage ways, fencing, etc.**
     - **4) Provide the location and size of individual trees outside of wooded areas larger than 8" DBH within the survey limits**
     - **5) Plot the location of the drip line of all groups of tree and vegetation where locating individual trees is not feasible**
   - **d. Provide location, size, depth, material and direction of flow for sanitary and storm sewers serving or on the site**
   - **e. We will attempt to locate underground utilities. Locate aboveground evidence of utilities on site and marks made on the ground by local utility companies (Indiana 811). Utility locates will be called in one time (while field staff is onsite) and the markings will be collected from that one-time call in. One Call will only locate utilities within the public right-of-way or within recorded easements and typically does not include private utilities.**
   - **f. CAD Drafting and creation of a TIN and contours (1-foot contour interval)**
   - **g. Land Surveyor review and deed/parcel plot based on limited research obtained from the County Recorder's Office.**

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1) **Property lines of adjoining parcels and right-of-way lines adjoining roads will be plotted on the Survey**
2) **This Survey Scope does not include the preparation of a Boundary Survey and/or Boundary Survey Plat**

h. Survey limits shown in the figures below.





2. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, project manual table of contents, technical specifications prepared to a 60% level, and written descriptions of the Project.
3. Prepare drafts of required permits. The permits anticipated are:
   a. Construction Stormwater General Permit (CSGP)
   b. IDEM Sanitary Sewer Construction

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4. **Provide fifteen (15) geotechnical soil borings and conduct a geotechnical analysis of the borings along the proposed sewer route discharging to the 46th and Post basin site.** Provide five (5) geotechnical soil borings and two (2) piezometers and conduct a geotechnical analysis of the borings for ~~each~~ **the 71st Street and Oaklandon Road** basin **site**. Contractor shall prepare a geotechnical data report to provide an interpretation of the data and describe expected ground behavior and appropriate methods of construction for the facilities. Excavation support system design criteria will be specified in the design documents. Detailed design of excavation support system will be required by the contractor in the bidding documents.
5. Perform hydraulic analysis on the proposed improvements including sizing of the Wet Weather Storage Basin~~s~~.
6. Conduct preliminary equipment selection **(future scope)**.
7. Evaluate and determine initial electrical, instrumentation, and controls for operations of the system **(future scope)**.
8. Determine initial structural and architectural design of the Wet Weather Storage Basins and control building **(future scope)**.
9. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost (AACE Level 2), collating the various cost categories which comprise Total Project Costs.
10. Furnish three (3) review copies of the Preliminary Design Phase documents at the 30% and 60% design stages and any other deliverables to Owner within a mutually agreed upon time frame.
11. Perform or provide the following Preliminary Design Phase tasks or deliverables:
    a. Monthly progress meetings.
    b. Provide monthly progress reports to Owner with invoice.
    c. Conduct design review meetings at specific milestones, including agenda and post meeting minutes to update Owner representatives about project. It is anticipated one (1) meeting each will be held with the Owner at 30% and 60 % design completion.
12. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 calendar days after receipt of Owner's comments.

D. Contractor's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase ~~(Fee To Be Determined)~~*

A. **CEG will lead the Final Design phase for the 46th and Post storage basin. Currently, the scope of all tasks below involves the 46th and Post location other than the storage basin. Design of the 71st and Oaklandon Wet Weather Storage Basin, lift station, and appurtenances is future scope**.

B. After acceptance by Owner of the Preliminary Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent,

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character, or design requirements of or for the Project, and upon written authorization from Owner, Contractor shall:

1. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 50-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Contractor (AACE Level 1).
4. Perform or provide the following Final Design Phase tasks or deliverables:
    a. Provide monthly progress reports to Owner with invoice.
    b. Conduct monthly progress meetings.
    c. Conduct progress meetings at specific milestones, including agenda and post meeting minutes to update Owner representatives about project. It is anticipated one (1) meeting will be held during the final design phase.
    d. Prepare and submit IDEM Sanitary Sewer Construction Permit
    e. Prepare and submit IDEM Construction Stormwater General Permit
5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents within a mutually agreed upon time frame.
6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of the Bidding Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within ten (10) calendar days after receipt of Owner's comments and instructions.

C. Contractor's services under the Final Design Phase will be considered complete on the date when the submittals have been delivered to Owner.

D. The number of prime contracts for Work designed or specified by Contractor upon which the Contractor's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Contractor shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase* ~~*(Fee To Be Determined)*~~

A. **CEG will lead the Bidding Phase of the 46th and Post storage basin. Currently, the scope of all tasks below involves the 46th and Post location other than the storage basin. Bidding of the 71st and Oaklandon Wet Weather Storage Basin is future scope.**

B. After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Contractor shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been

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issued, and attend and lead pre-Bid conference. The Owner will utilize an online planroom for posting and tracking the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals, providing a recommendation for award, and in assembling and awarding contracts for the Work.

A.1.05 *Construction Phase* ~~*(Fee To Be Determined)*~~

A. CEG will lead the Construction Phase of the 46th and Post storage basin. Contractor will coordinate with CEG, their consultant, and the Owner during the Construction Phase, which includes the following.

1. Monthly virtual construction progress meetings (maximum of 18)

2. General coordination with CEG and their consultant (maximum of 27 hours)

B. Currently, the scope of all tasks below involves the 46th and Post location except for the storage basin. Construction of the 71st and Oaklandon Wet Weather Storage Basin is future scope.

C. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Contractor shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Contractor as assigned in the General Conditions shall not be modified, except as Contractor may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Contractor, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Contractor and to provide more extensive observation of Contractor's work. Duties, responsibilities. The furnishing of such RPR's services will not limit, extend, or modify Contractor's responsibilities or authority except as expressly set forth below.
    a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Contractor shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Contractor shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Contractor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or

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responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

b. The Contractor shall provide construction observation and inspection services for construction of the Project in conformance with accepted standards for this work.

1. CONTRACTORING PERSONNEL

a. For the fulfillment of all services outlined in Section 2 below, the Contractor will provide one part-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

b. The qualifications and experiences of personnel provided by the Contractor are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.

c. The part-time Resident Project Representative will report to the Owner on all matters concerning contract compliance and administration.

d. The part-time Resident Project Representative will coordinate project activities with Owner's project manager.

2. DESCRIPTION OF SERVICES

a. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.

b. Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Owner.

The Contractor shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

c. Liaison: Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Owner.

d. Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.

e. Obtain from the Contractor a list of his proposed suppliers and subcontractors.

f. Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.

g. Certification of Materials: Check for completeness of certifications of materials delivered to the site.

h. Shop Drawings:

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1) Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain Contractor's approval of the proposed design. Forward shop drawings to the design Contractor for review and approval.

2) Review the approved shop falsework drawings, specifications, and other submissions; record receipt of this data; maintain a file of all drawings and submissions; and check construction for compliance in accordance with the Contract Documents.

3) Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents.

i. Review of Work, Inspection and Tests:

1) Conduct on-site inspections of the work in progress for the Owner as a basis for determining that the project is proceeding in accordance with the Contract Documents.

2) Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner.

3) Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor.

4) Review the Contractor's test/certification results and the Owner's independent assurance tests for accuracy and retain in the project file.

5) Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.

j. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.

k. Records:

1) Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents (including all addenda, change orders, and additional drawings subsequent to the award of the Contract), progress reports, and other project related documents.

2) Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.

3) Maintain for the Owner a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.

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4) Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project.

5) Prepare the Final Construction Record and Final Estimate as required by the Owner.

l. Reports: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

m. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

n. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and for the maintenance of appropriate records related to the construction of this project.

o. Work Schedule and Suspension: The Contractor's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Contractor may also be suspended without cost to the project.

p. Contract Administration: The Contractor will administer the contract in accordance with Owner's procedures.

3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Schedules*. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Contractor, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

a. Make **up to three (3)** visits to the Site at intervals appropriate to the various stages of construction, as Contractor deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Contractor, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Contractor in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Contractor's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Contractor will determine in general if the Work is proceeding in accordance with the Contract Documents, and Contractor shall keep Owner informed of the progress of the Work.

b. The purpose of Contractor's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Contractor to better carry out the duties and responsibilities assigned to and undertaken by Contractor during the Construction Phase, and, in addition, by the exercise of Contractor's efforts as an

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experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Contractor shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Contractor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Contractor neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

6. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Contractor's observations, Contractor believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

7. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

8. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

9. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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. Contractor shall meet any Contractor's submittal schedule that Contractor has accepted. **Two (2) submittals are assumed. Additional submittals required of items furnished under the construction contract will be reviewed, with additional engineering effort required for subsequent reviews. Provide a maximum of fifteen (15) Shop Drawing reviews.**

10. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

11. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Contractor's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with

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the requirements of the Contract Documents. Contractor shall be entitled to rely on the results of such tests.

12. *Disagreements between Owner and Contractor*. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Contractor in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Contractor shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. *Applications for Payment.* Based on Contractor's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Contractor recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Contractor's representation to Owner, based on such observations and review, that, to the best of Contractor's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Contractor's responsibility to observe Contractor's Work. In the case of unit price work, Contractor's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Contractor shall not thereby be deemed to have represented that observations made by Contractor to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Contractor in this Agreement and the Contract Documents. Neither Contractor's review of Contractor's Work for the purposes of recommending payments nor Contractor's recommendation of any payment including final payment will impose on Contractor responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Contractor to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals,

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Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Contractor will be limited as provided.

15. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Contractor considers the Work substantially complete, Contractor shall deliver a certificate of Substantial Completion to Owner and Contractor.

D. *Duration of Construction Phase*. 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 Contractor for final payment to Contractors. **Construction Phase services are based on a maximum 18-month period.** If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Contractor shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

E. *Limitation of Responsibilities*. Contractor shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Contractor shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase* ~~*(Fee to be Determined)*~~

A. CEG will lead the Post-Construction phase of the 46th and Post storage basin. Currently, the scope of all tasks below involves the 46th and Post location other than the storage basin. Bidding of the 71st and Oaklandon Wet Weather Storage Basin is future scope.

B. Upon written authorization from Owner, Contractor, during the Post-Construction Phase, shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

2. Prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

A.1.07 *Schedule*

The proposed design and bid services will be completed within 54 months after Notice to Proceed (NTP). A breakdown of the preliminary schedule is as follows:

Contract Award	October 14, 2025
Site Selection	**October 14, 2025 – December 31, 2026**

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Study Phase	~~October 14, 2025 – July 30, 2026 (nine months)~~ **August 1, 2026 – December 31, 2027 (PER submittal to IFA by April 1, 2027)**
~~Post-Monitoring for I/I Projects and Recalibration of the Model~~	~~December 2026 – July 2027~~ ~~*Design will continue once model is recalibrated and storage volumes are confirmed*~~
Preliminary Design	~~Tentatively August 1, 2027 - December 31, 2027 (five months)~~ **December 1, 2026 – July 31, 2027**
Final Design	~~Tentatively January 1, 2028 – May 1, 2028 (four months)~~ **August 1, 2027 – October 31, 2027**
Permitting and Bidding	~~Tentatively May 1, 2028 - August 1, 2028 (three months)~~ **November 1, 2027 – January 31, 2028**
Anticipated Construction Notice to Proceed	~~Tentatively August~~ **February** 1, 2028
Construction Schedule	~~TBD~~ **February 1, 2028 – July 2029**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Contractor shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Contractor or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Contractor's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Contractor.
6. Providing renderings or models for Owner's use.

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7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Contractors for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
10. Services during out-of-town travel required of Contractor other than for visits to the Site or Owner's office.
11. 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 Contractoring, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related Contractoring services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a Contractor or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Contractor to issue notices or certifications requested by Owner.
19. Preparation of operation and maintenance manuals.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Contractor not otherwise provided for in this Agreement.

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A2.02 *Additional Services Not Requiring Owner's Written Authorization*

B. Contractor shall advise Owner in advance that Contractor is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Contractor need not request or obtain specific advance written authorization from Owner. Contractor shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Contractor and its staff with those terms of Owner's or Contractor's safety program provided to Contractor subsequent to the Effective Date that exceed those normally required of Contracting personnel by federal, state, or local safety authorities for similar construction sites.

2. Exhibit C2.01, Section A. is replaced in its entirety with the following:

A. Owner pay Contractor for Basic Services set forth in Exhibit A and Exhibit A-1, except for services of Contractor's Resident Project Representative, if any, as follows:

	LOCATION

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PHASE	46TH AND POST	71ST AND OAKLANDON
Study and Report	$64,570	$77,470
Land Acquisition Services		$34,588
Survey Services		$15,300
Preliminary Design	$192,800	
Final Design	$64,900	
Bidding and Negotiating	$7,000	
Construction Administration	$46,200	
Construction Inspection	$305,270	
Post-Construction	$9,400	
TOTALS	**$690,140**	**$127,358**
GRAND TOTAL	**$817,498**	

1. Contractor may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner. Contractor shall review all proposed adjustments in phase compensation with Owner prior to adjustment.

2. The Lump Sum includes compensation for Contractor's services and services of Contractor's Contractors, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

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3. Section D. is modified to read as follows:

D. Owner agrees to compensate Contractor a total fee not to exceed ~~$287,488~~ **$817,498**. Please refer to Exhibit C.

Study and Report Phase	~~$237,600~~ **$142,040**
Land Acquisition Services **and Right-of Way Engineering**	$34,588 (unit costs)
Survey Services	$15,300
Preliminary Design Phase	~~Fee To be Determined~~ **$192,800**
Final Design Phase	~~Fee To be Determined~~ **$64,900**
Bidding and Negotiating Phase	~~Fee To be Determined~~ **$7,000**
Construction Administration	~~Fee To be Determined~~ **$46,200**
Construction Inspection	~~Fee To be Determined~~ **$305,270**
Post Construction	~~Fee To be Determined~~ **$9,400**