

**EXHIBIT A TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
LEAD FREE ST. PAUL PROGRAM MANAGEMENT SERVICES
SCOPE OF WORK**

This document outlines the scope of work to be performed by CDM Smith Inc. (CDM Smith) under this contract.

Task 1: Program Management Plan

CDM Smith will prepare a program management plan (PMP) to define and guide the joint execution of the program by the CDM Smith and SPRWS teams. The following items will be included in the PMP:

- Health and Safety Plan
- Resource Projections
- Discussion on Integration w/ SPRWS Staff
- Duties and Responsibilities of Team Members
- Communication Plan
- SPRWS Policies and Procedures
- Stakeholder Management
- Overall Governance – decision making process & log
- Construction Management Plan

It is anticipated that the PMP will be reviewed and updated annually as needed. Deliverables from subsequent tasks may become appendices to the overall PMP upon their completion.

Task 2: Project Planning

- Task 2A – Prioritization Plan and Confirmation of Service Line Material
 - SPRWS has already spent considerable time prioritizing the lead service line replacements. CDM Smith understands that SPRWS has already identified the 2,500 LSLR's that are scheduled to occur in 2025.
 - CDM Smith will meet with SPRWS to review the existing prioritization plan and confirm which 1,300 LSLR's are in CDM Smith's 2025 scope of work.
 - SPRWS has already developed a comprehensive material inventory of its services lines, which has identified an estimated 25,000 full or partial LSLs. SPRWS has also placed their material

inventory online with a customer-searchable interface to obtain service material results. CDM Smith will provide a desktop review of all non-lead services within the boundaries of the 2025 construction area to confirm the service line material. Any service lines that are deemed to be questionable will be flagged for further inspection by SPRWS or the General Contractor to confirm the service line material. Any service lines confirmed to be lead will be added to the list of replacement scheduled for that year.

■ Task 2B – Work Plan

- CDM Smith will develop a Work Plan for the entire program that will be updated with each construction season summarizing the planned contract areas, including identification of the contract areas (limits of work), estimated LSLR quantities, anticipated production based on project area specifics, specific local permitting, control of work requirements, and recommended communications strategy. The Public Outreach/Education Plan (Task 4) will be dovetailed with the Work Plans to efficiently communicate the plan and schedule in the targeted areas. For each phase, CDM Smith will facilitate a Work Plan Workshop, summarize the Work Plan information into a draft plan for SPRWS review and comment, and incorporate SPRWS input into a final Work Plan.

■ Task 2C – Planning-Level Meetings and Workshops

- CDM Smith’s Task 2C Planning-Level Meetings and Workshops are listed below (other task-specific meetings for public outreach, construction management, and data management are detailed in Tasks 3 through 5).
 - Kickoff Meeting – CDM Smith will begin with a project kickoff meeting with SPRWS’s staff to review project contacts, project scope, schedule, available data, and the existing LSL inventory. Each subsequent construction season will also incorporate lessons learned and the findings from the preceding construction season’s De-Brief Meeting.
 - Meeting with MDH (12) - With SPRWS’s planned use of SRF funding, including Bipartisan Infrastructure Law funding, monthly meetings with MDH are anticipated.
 - Work Plan Workshop (1) - This workshop will establish the direction for the initial set of bid documents and work plan. During subsequent construction seasons, this workshop will be focused on refining/optimizing the work plan and bid documents to reflect lessons learned during prior phases.
 - Contract Planning Meeting (1) - Following the Prioritization Plan and Work Plan Workshop, this Contract Meeting will allow SPRWS and CDM Smith to coordinate and plan the anticipated contracts for the year, including discussion of unique neighborhood characteristics, civil/municipal factors, and any important logistics to be factored into the schedule and sequencing of contracts.
 - Construction Management Workshop (1) - It is anticipated that the Construction Management Workshop will include collaborative discussion with SPRWS’s Engineering and Construction staff to review construction roles and responsibilities, communication,

safety, schedule, critical path activities, resident project representative (RPR) plans, and overall construction phase coordination.

- De-Brief Meetings (2) - These meetings will be conducted by CDM Smith and SPRWS, focusing on the lessons learned during that construction season as related to all tasks under the scope of work. It is recommended and assumed for schedule purposes that De-Brief Meetings will be held near the end of each construction season, so enough information is available to draw important conclusions and trends, but not too late to hold up the useful application of findings in the initiation of the next construction season. It is assumed that one meeting will take place to de-brief on the opportunities for improvement after the 2024 construction season and one will take place at the conclusion of the 2025 construction season.
- Weekly Coordination Meetings (52) – CDM Smith will attend weekly coordination meetings with the SPRWS team to plan and coordinate program activities. A total of 52 are planned as biweekly meetings are planned for first few months and last few months when construction is not occurring.

■ Task 2D – Contract Documents

- CDM Smith will prepare up to four (4) Contracts per year with final number and size per contract to be established based on the recommendations of the Prioritization Plan and the Work Plan.
- CDM Smith shall prepare the Contract Documents to include:
 - Requirements for Contractor pre-verification of service lines currently identified as lead prior to a replacement installation. Contract Documents will specify that if Contractor verification determines a service is non-lead, the correct service line material will be documented, the replacement will not be performed (the property's service line will be eliminated from the contract work), and the Contractor will be compensated for the verification activity.
 - Contract Documents will consist of specifications (front-end and technical), standard details, construction activity details (i.e., traffic, sedimentation/erosion control), and definition of the contract work area via spreadsheets and GIS mapping.
 - Front-end specification documents will utilize SPRWS standards updated to match the specific LSLR program requirements, including any applicable funding requirements.
 - CDM Smith will structure the contract documents utilizing unit prices based upon the anticipated materials and quantities expected on the contract. Throughout the construction phase, CDM Smith will keep track of any concerns, issues, or refinements that could be made in the bid form and measurement and payment section to improve and clarify the bid items for subsequent contract documents and the overall LSLR program.
 - CDM Smith will specify that Contractors be required to use one of the available trenchless technologies, impact moling, horizontal directional drilling or pipe pulling, to minimize

disturbance and restoration needs. There are instances, however, when open cut is warranted, such as a long-side replacement with several large and critical utilities in the middle of the street. In this case, the Contractor may open cut in the road and then use a trenchless technology to reach the house. Other scenarios may warrant open cut in a yard all the way to the house. It is recommended that these be managed on a case-by-case basis with the approval of CDM Smith or SPRWS.

- The Contract Documents will include standard details that build on SPRWS's existing standard details and meet the specific regulatory environment in Minnesota, as well as CDM Smith's experience.
- CDM Smith will specify minimizing property disruption and include requirements for rapid customer service for unexpected occurrences. CDM Smith will share with SPRWS and the Construction Management staff successful techniques for communicating to homeowners the scope of demolition and restoration on their property during the right of entry outreach.
- For SPRWS's review and consideration, CDM Smith will provide example contract language from prior work, with regard to Contractor's liability for fixing errors on private property as well as an example form that a Contractor can use at a pre-construction meeting to confirm the homeowner fully understands the planned disturbance on their property and what will and will not be demolished and restored in the course of the work. SPRWS can determine if these examples shall be included the Construction Bid Documents.
- Specifications will also include requirements for Contractors to document work sites before and after projects are performed. The Contract Documents will also include details governing construction activities, such as traffic control, sedimentation, and erosion.
- Construction contracts will include definition of the project work area via a spreadsheet listing of LSLs identified by street name and GIS map of work areas.
- SPRWS has applied for federal BIL Lead and/or Minnesota DWSRF funding. The Contract Documents will need to contain applicable funding requirements/language.
- For each Contract, CDM Smith's cost estimators, using CDM Smith's database of LSLR projects and SPRWS provided recent local LSLR bid tabulations, will prepare one Engineer's Opinion of Probable Construction Cost (OPCC) for each bid package.
- CDM Smith will electronically provide draft Contract Documents in portable document (.pdf) and Word (.doc) in tracked changes mode formats to SPRWS for review and comment. SPRWS comments shall be provided within a 15-day time period for CDM Smith's discussion and inclusion in the final documents. Contract preparation and SPRWS's review process is assumed to gain efficiency with each successive contract.
- CDM Smith will assist SPRWS with MDH submissions and approvals, including providing copies of planning documents and utilization plans, providing notifications in advance of bidding, and obtaining Authorization to Advertise.

- It is assumed that most of the required permits will be the responsibility of the Contractor, such as plumbing permits, SPRWS service applications, street/sidewalk opening, maintenance of traffic, and/or road closure. CDM Smith, through meeting coordination and setup by SPRWS, will meet with the City to establish a process for reviewing and approving permits (e.g., plumbing, street/sidewalk opening).
- In addition to the assumptions noted, the following assumptions and clarifications apply:
 - CDM Smith will prepare up to four (4) construction contracts for the first phase, of varying LSLR quantities to maximize both local and national Contractor interest. Contract preparations will be in parallel with contracts sharing the same specifications, with the differences being in work areas, quantities, and any City-specific requirements.
 - CDM Smith will coordinate with SPRWS’s preferred geotechnical consultant to obtain a minimum of one boring on each street to determine the type of soil expected, groundwater elevation and pavement thickness. The geotechnical consultant will provide a report summarizing the results for review by CDM Smith and inclusion into the Contract Documents.
 - Wetlands delineation, threatened and endangered species surveys, Phase 1 Environmental Site Assessments, cultural resource surveys, and historical or archaeological surveys are not needed and therefore are not included as part of the scope of services.
 - Environmental testing or investigation to address contaminated site conditions if encountered is not included in this scope of services. This can be added if contaminated materials are suspected or identified.
 - The construction Contractor will be required to obtain local permits, including plumbing permits, street occupancy/road opening permits, traffic/road closure, and sidewalk permits.
 - The dewatering needs of each Contract area and the methods that will be employed by the Contractor will dictate whether a temporary dewatering permit during construction will or will not be required.
 - Site-specific detailed maintenance and protection of traffic control plans will be the responsibility of the Contractor.
 - Development of financial incentives is not included in this project budget but could be included by Amendment.
 - Temporary or permanent easement acquisition is not included in this scope of services.

Task 3: Bid Phase Services

The duties and responsibilities of CDM Smith during the Bid Phase are as follows:

- CDM Smith shall provide SPRWS with the final Contract Documents in electronic portable document file (.PDF) and word (.doc) suitable for SPRWS submission to City of St. Paul's Purchasing Department who will administer the bid procurement process.
- Once SPRWS receives confirmation of bid dates from SPRWS, CDM Smith will then prepare for and facilitate one pre-bid meeting per contract. CDM Smith will prepare and deliver a presentation on the project scope and answer technical questions. CDM Smith will document the pre-bid meeting attendees and prepare a list of questions asked and answered to be included in a Pre-bid Summary which will be issued by addenda.
- CDM Smith shall review questions from bidders and prepare answers and addenda, if needed, to clarify the Contract Documents. For budgeting purposes, the issuance of up to two (2) addendum per contract to document the pre-bid meeting notes as well as to address technical questions is included. If questions arise that are legal/contractual in nature, these will be coordinated with SPRWS for preparation of responses.
- For each construction contract, CDM Smith shall review bids and issue bid evaluation letter with recommendation for award. It is understood that the City's Purchasing Department will confirm conformance and authenticity of bonds, insurance, and other requirements submitted by each of the bidders. It is assumed that EPA funding agency may wish to review the good faith efforts documentation submitted by bidders before award. SPRWS will provide such to MDH, as needed, and within the award window, convey to the project team any funding authority award recommendations.

Task 4: Public Outreach and Education

The following will be completed by CDM Smith under Task 4:

- Task 4A – Strategic Outreach and Campaign Outline
 - CDM Smith will collaborate with SPRWS's existing public relations staff to outline a timeline of media, print, digital, in- person, and virtual strategies to reach target area communities for each phase. In a meeting with SPRWS, CDM Smith will collaboratively determine the key messages to keep consistent throughout the outreach materials, and what has previously worked well or could be improved. Communication will focus on 1.) Encouraging homeowners to sign up for the program, 2.) Clarifying free and loan options, 3.) Allowing Contractors into the home for materials inspection and replacement, 4.) Communicating to homeowners and renters, 5.) What a customer can expect with an LSLR, and 6.) Flushing procedures and filter information. Outreach to be considered includes mailers, phone calls, doorhangers, door-to-door canvassing, email blasts, press releases, media spots, public meetings (in-person and

virtual), print and online advertisements, social media, informational videos, yard signs, community group engagement, and soliciting and responding to public comment.

- The Campaign Outline deliverable will be a schedule of what materials/methods are used when and which key messages apply to each. CDM Smith's environmental justice (EJ) outreach expert will review the plan to confirm we use best practices for engaging EJ communities. CDM Smith's subconsultants will provide input to the campaign outline.
- Also, as part of campaign development, CDM Smith will establish specific, measurable, achievable, relevant, and time-bound (SMART) goals for each outreach step, and then track success against the goals. CDM Smith will spend most of the budgeted labor time outlining the campaign for 2025, and will adjust based on SMART goal results, lessons learned, and target area customization to update the Campaign Outline for subsequent years.
- Task 4B – Public Outreach and Education Program Templates
 - CDM Smith will review SPRWS's existing outreach templates, including social media posts, public notification letters, LSL fliers, doorhangers, sign-up phone call scripts, and flushing and filter instructions. CDM Smith's review will focus on material accessibility, engagement best practices, and consistency with the key messages in the strategic campaign outline as well as document reading grade level, visual elements, clear messaging, information consistency with the current program, and EJ accessibility.
 - CDM Smith will write a technical memorandum outlining recommendations for adapting the outreach templates and creating new material.
 - After SPRWS reviews and provides comments on the outreach recommendations, CDM Smith will provide final recommendations on edits the existing outreach templates to be incorporated by SPRWS.
 - CDM Smith will prepare the informational video, press releases, and social media templates to educate the public on the program. It is assumed the materials will not be specific to each area, and instead will be applicable to all areas without needing customization. CDM Smith shall provide recommended updates to SPRWS for outreach materials annually.
- Task 4C – Public Outreach Materials and perform Right of Entry (ROE) Outreach
 - In addition to the digital Customer Portal ROE sign up (provided under the Data Management task), CDM Smith shall perform personal attempts to gather ROE forms including: up to two mailers addressed to the LSL building owner, up to three phone calls to the LSL building account owners, and then up to three follow-up door-to-door canvassing visits for owner-occupied LSL buildings at unresponsive addresses. All outreach attempts will be tracked and recorded by address, creating a database showing what outreach each address has received. This general approach outlined below will be performed in tandem with digital Customer Portal ROE efforts, and adjusted as CDM Smith develops the strategic campaign outline and performs the project execution.

- Mass Mailers - Mass mailers consisting of 1) flyers or postcards with a barcode/QR code to the digital ROE forms, and then 2) a flyer or letter with a paper copy of the ROE form will be distributed to LSL building account owners in all planned construction contracts, up to 3,500 locations per construction season.
- Phone Calls – Personal phone calls to LSL building owners will follow for those who do not respond to the digital outreach nor the mailers. Callers will explain the program, answer questions and direct LSL building account owners on how to sign up. CDM Smith will make a maximum of three (3) outreach phone calls to each building account owner to obtain ROE.
- Targeted Stakeholder Outreach – CDM Smith will reach out to political and media connections to deliver the LSLR Program Outreach messages to community influencers in each construction contract neighborhood/geography.
- Certified Mailings – After the mass mailings, postcards, phone calls, door-to-door outreach and General Contractor attempts to notify the homeowner have been unsuccessful, CDM Smith will send out a final certified letter indicating that the homeowner has one final opportunity to sign up for the program.
- Program-Specific Hotline – the CDM Smith team will provide a customer service hotline to help customers looking to sign up for the program. The hotline will be answered during business hours.
- Program Mailing – Prior to beginning of construction, CDM Smith will produce and send a mass mailing to all residents in the project area to inform them of the project regardless of whether they have a lead service line. It is estimated that approximately one-fourth (1/4) of the homes in an project area have lead service lines on average. For 2025, it is anticipated that there will be approximately 5,200 mailings to alert residents of the construction activities.
- Neighborhood ROE Outreach - shall include:
 - Pre-Construction Phase – CDM Smith to use SPRWS provided information to geographically identify the owner-occupied LSLR locations per contract area and compare such with LSLR project data on ROE status. Based on number and density of owner-occupied locations still in need of ROE's, neighborhood characteristics and any language needs (as identified in the project Communications tasks) CDM Smith to devise a contract specific neighborhood ROE outreach approach in consultation with SPRWS, including door-to-door outreach or other methods. CDM Smith has budgeted for approximately 3,000 hours of Subcontractor performance of door-to-door ROE outreach (inclusive of door-to-door outreach visits, outreach staff training, location list reviews, shift and location scheduling, notifications preparation, progress reporting, and coordination and feedback meetings) in this task. As program progress is measured, CDM Smith will review with SPRWS the effectiveness in obtaining ROE's and can make adjustments in approach and/or Subcontractor services to most efficiently use the project budget in the performance of outreach tasks.

- Engagement with Community Groups – CDM Smith will work closely with community groups to obtain their assistance in contacting homeowners to educate them on the program and obtain ROE for those with lead service lines. CDM Smith has included 100 hours of labor to engage with the relevant community groups identified by SPRWS or our Public Outreach experts.
 - Construction Phase – CDM Smith has assumed that during the construction phase, the awarded Contractor’s staff can perform door-to-door visits, as construction work allows, and the Resident Project Representatives can assist with such, so long as it does not interfere/prevent the observation of the construction work. Construction phase neighborhood ROE outreach shall include door-to-door visits, as well as use of door hangers and paper or digital tablet device ROE sign-up (RPR’s labor hours are budgeted in Task 5 and digital ROE software/hardware is budgeted in Task 6).
 - Neighborhood Outreach Safety and Notification Requirements – All neighborhood ROE outreach staff shall wear readily identifiable clothing/uniform with their company logo, shall carry SPRWS badges and/or letters of purpose of the work, shall notify (on a weekly basis) SPRWS with location of work. Pre-construction neighborhood outreach door-to-door work may also require local Police notifications including: streets or map of the area of door-to- door work and listing of staff names and license plates of vehicles to be used. Door-to-door work to obtain ROE’s shall only be performed outside, or in public spaces, without entering LSL buildings.
 - CDM Smith shall design and print doorhanger and flyer outreach materials in support of construction phase communication, up to three materials each to 3,500 buildings/homes per construction season, including separate printed communications to residents when property owners do not reside at the LSLR location. Anticipated materials include:
 - Public-health-focused communication to tenants - separate printed communications to residents when property owners do not reside at the LSLR location.
 - Doorhanger - Before construction work reminding people crews will be in the area.
 - Allowance for one more communication, to be created as needed.
 - CDM Smith will prepare and provide to SPRWS a sample Ordinance for Tenant signing of Right of Entry for SPRWS’s use in working with public and government officials.
 - Customer Service Script – Knowing how to respond to questions is one way to keep consistent messaging with the public. CDM Smith will review/update/prepare SPRWS’s script for answering calls about the LSLR program via the a program-specific hotline. The script shall have concise answers to commonly asked questions consistent with outreach key messages, and clear direction on how to move forward with a replacement.
- Task 4D – Community Meetings
- CDM Smith will prepare for, attend, present and answer questions as an LSLR agenda item of one in-person existing Community/Neighborhood meeting. CDM Smith has also budgeted to

produce, present and facilitate up to one virtual follow-up Community meeting, per construction contract, for the purpose of providing target area residents a convenient opportunity to learn about replacement, ask questions, and provide comments. If an in-person existing meeting is not available within an acceptable timeframe relative to the project schedule, the SPRWS shall advertise and schedule the meeting, and book a venue. CDM Smith shall then prepare for, attend, present, and answer questions related to the LSLR project. The virtual meetings will provide an opportunity for those who cannot attend the in-person meetings to learn about the program. CDM Smith has assumed two (2) contracts for the first phase, leading to participation in two (2) in-person neighborhood/Community meetings.

- CDM Smith plans to present at the first public meeting in-person before the contracts are bid but can be flexible with dates based on the schedule of the community/neighborhood meetings in the construction project areas. The meeting goal will be to explain the replacement program and facilitate people signing up to encourage a larger number of replacements in one area by the time construction starts.
 - CDM Smith will book and schedule the LSLR agenda item to be a part of existing accessible Community/Neighborhood meeting locations within each respective Contract area as well as to advise SPRWS on recommended LSLR publicity, which could include targeted print and online advertisements, promoting to community groups with a large presence in each area, and phone calls to community leaders. Details of the replacement process and a general construction overview will be outlined in the strategic communication campaign and expanded upon in a public meeting planning session.
 - CDM Smith will create meeting materials, including visual boards, and a presentation. It is assumed materials will be re-usable across the different construction areas (i.e., for all meetings), except for re-formatting material to fit a virtual meeting environment and adjusting the content of the presentation and one board to fit each geographical area. Meeting materials will be consistent with template key messages and best practices, including highly visual documents and foreign language translations as appropriate.
 - CDM Smith will adapt the FAQs to address the common questions received during community meetings, and work with individuals one-on-one to address concerns if they are not easily answered by existing materials.
 - CDM Smith has budgeted for up to four additional outreach meetings with specific groups/stakeholders (to be identified as critical to advancing the program). For these additional meetings, CDM Smith will re-use general public meeting materials and existing outreach materials with slight modifications.
- Task 4E – General Contractor Outreach
- CDM Smith will perform outreach to regional and national contractors to increase the size of the bidding pool for future contractors
 - This effort will consist of developing a bidders information sheet on the program, outreach and up to two (2) meetings with potential contractors.

- Task 4F – Development of a Lead Free SPRWS Assistance Program
 - The Lead Free SPRWS Assistance Program allows St. Paul residents to expedite the replacement of their LSL by paying for the private side of the connection.
 - CDM Smith will assist SPRWS in developing the Lead Free SPRWS Assistance Program, including the program requirements, procedures, and publicity.
- In the final months of the 2025 construction season, CDM Smith will provide SPRWS with a debrief evaluation of the 2025 outreach process and make recommendations for subsequent years such as updating outreach templates, changing meeting formats based on lessons learned, and prioritizing actions that produced the most results. Debrief findings and recommendations will be conveyed to SPRWS during the Task 2C, Debrief meeting for each year.
- In addition to the assumptions mentioned above, please note the following additional assumption:
 - The workflow to communicate with individual homeowners regarding the program typically includes an initial mailer, a follow-up postcard, approximately three (3) phone calls, three (3) other attempts to notify (i.e. door-to-door communication, or other means), three (3) attempts by the General Contractor when they are working in the area, and finally a certified letter indicating that it is the homeowner’s last chance to be included in the program.

Task 5: Construction Management Services

The duties and responsibilities of CDM Smith during the Construction Phase are as follows:

- General Administration of Construction Contract. CDM Smith shall consult with and advise SPRWS and act as SPRWS's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of CDM Smith as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of SPRWS's instructions to Contractor will be issued through CDM Smith who shall have authority to act on behalf of SPRWS in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.
- Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while in progress:
 - CDM Smith shall make visits to the site at intervals appropriate to the various stages of construction as CDM Smith deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, CDM Smith shall provide the services of a Resident Project Representative at the site to assist CDM Smith and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend CDM Smith’s responsibilities or authority beyond the specific limits set forth elsewhere in this scope. Such visits and observations by CDM Smith and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CDM Smith

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 CDM Smith's exercise of professional judgment as assisted by the Resident Project Representative. The Resident Project Representative shall be present at each lead service line replacement to assess Contractor's compliance with the Contract Documents, pre –construction conditions, installation, and post construction conditions . Based on information obtained during such visits and such observations, CDM Smith shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CDM Smith shall keep SPRWS informed of the progress of the work. The responsibilities of CDM Smith contained in this paragraph are expressly subject to the limitations set forth in the paragraphs below and other express or general limitations in this Agreement and elsewhere.

- The purpose of CDM Smith's visits to and representation by the Resident Project Representative at the site will be to enable CDM Smith to better carry out the duties and responsibilities assigned to and undertaken by CDM Smith during the Construction Phase, and, in addition, by the exercise of CDM Smith's efforts as an experienced and qualified design professional, to provide for SPRWS a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, CDM Smith 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 CDM Smith have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CDM Smith neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Defective Work. During such visits and on the basis of such observations, CDM Smith shall have authority to disapprove of or reject Contractor's work while it is in progress if CDM Smith believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Field Orders. CDM Smith shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CDM Smith may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Change Orders and Work Change Directives. CDM Smith shall recommend Change Orders and Work Change Directives to SPRWS as appropriate and shall prepare Change Orders and Work Change Directives as required.

- Shop Drawings. CDM Smith shall review and approve (or take other appropriate action in respect of) 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 in 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.
- Substitutes. CDM Smith shall evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project, or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.
- Inspections and Tests. CDM Smith may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents. CDM Smith'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 the requirements of the Contract Documents. CDM Smith shall be entitled to rely on the results of such tests.
- Disagreements between SPRWS and Contractor. CDM Smith shall render the initial decisions on all claims of SPRWS and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, CDM Smith shall be fair and not show partiality to SPRWS or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment. Based on CDM Smith's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
 - CDM Smith shall determine the amounts that CDM Smith recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CDM Smith's representation to SPRWS, based on such observations and review, that, to the best of CDM Smith's knowledge, information and belief, the 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 such 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 CDM Smith's responsibility to observe the work. In the case of unit price work, CDM Smith's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- By recommending any payment CDM Smith shall not thereby be deemed to have represented that on-site observations made by CDM Smith to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CDM Smith in this Agreement and the Contract Documents. Neither CDM Smith's review of Contractor's work for the purposes of recommending payments nor CDM Smith's recommendation of any payment (including final payment) will impose on CDM Smith responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CDM Smith 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 of the work, materials or equipment has passed to SPRWS free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between SPRWS and Contractor that might affect the amount that should be paid.
- Contractor's Completion Documents. CDM Smith shall receive, review and transmit to SPRWS with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. CDM Smith's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, CDM Smith and SPRWS, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of SPRWS, CDM Smith considers the work substantially complete, CDM Smith shall deliver a certificate of Substantial Completion to SPRWS and Contractor.
- Final Notice of Acceptability of the Work. CDM Smith shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that CDM Smith may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CDM Smith shall indicate that the work is acceptable to the best of CDM Smith's knowledge, information and belief and based on the extent of the services performed and furnished by CDM Smith under this Agreement.

- Limitation of Responsibilities. CDM Smith shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. CDM Smith shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by CDM Smith of final payment.
- Task 5A – Observe Day-to-Day Construction Activity
 - CDM Smith will provide full-time construction observation by Resident Project Representatives (RPR). It is assumed that once the construction phase commences, work will cease through the winter months.
 - CDM Smith has included the following in the project scope and budget:
 - RPR data documentation training and refreshers as part of the QA/QC Plan.
 - Health and Safety Plans for field services will be prepared for each phase.
 - CDM Smith monitoring if homeowner complaints are addressed by the Contractor and if required necessary repairs are made by the Contractor, within the timeframe established in the individual construction project Contract Documents.
 - CDM Smith will monitor the Contractor's submitted work schedule and production rates and include such information in the monthly reports.
 - RPRs will communicate with members of the LSLR Program including Contractors, SPRWS, CDM Smith, and LSLR building owners or tenants. Any other individuals who visit the project site(s) will be professionally greeted and encouraged to formally communicate requests or feedback through SPRWS or CDM Smith's Program Manager or Construction Manager.
 - RPRs will digitally prepare daily inspection logs and our team's construction management staff will use such logs in the preparation of monthly progress reports. CDM Smith will leverage mobile field tools (as detailed in Task 6) for field inspection, the collection of field data, review of documents, and capturing of site photos in the field.
 - Each RPR will be assigned observation of up to two Contractor crews per day.
 - The Duties, Responsibilities and Limitations of Authority of the Resident Project Representative shall be as described in Exhibit B.
 - RPRs will be provided to oversee construction activities Monday-Friday between April 15 and October 31. It is assumed that RPRs will be able to oversee two construction crews replacing an average of 3 service per day per RPR. Each work day is assumed to be up to 10 hours in duration.

■ Task 5B – Construction Management Activities

- CDM smith shall perform Construction Management Activities as follows:
 - Review schedule of values, work schedule, shop drawings, samples, and other submissions by the Contractor to determine conformance with the Contract Documents. Up to 40 shop drawing/submittals with two reviews each are included in this project, per each construction contract. Provisions will be included in the construction documents for the Contractor to reimburse SPRWS for any repetitive review costs incurred by CDM Smith beyond the two reviews.
 - Review requests for information (RFI) from the Contractor. Prepare and submit interpretations and clarifications (requests for information or RFIs) as may be required for the Contract Documents. As part of aiding in the RFI response process, CDM Smith will prepare additional supplemental information as required during project construction. Where construction changes arise, they will be discussed with SPRWS to determine a consensus as to how to proceed based on CDM Smith's interpretation of the Contract Documents. Clarifications will be issued in writing by CDM Smith, consistent with the intent of and inferable from the Contract Documents. CDM Smith assumes up to ten RFIs for each construction contract.
 - CDM Smith will review proposed field changes and review and execute change orders, so time and cost elements related to specific changes (direct and indirect costs) are properly identified and quantified in the evaluation and negotiation of the change and incorporated in the execution of each change order.
 - Within approximately 30 days of completion of work on each property, as-built records for each service will be prepared on the electronically marked-up service cards as prepared and furnished by the Contractor, including any significant change orders. The new service record will consist of a scaled 8-1/2-inch by 11-inch plan view sketch of the as-built dimensions from the corners of the front of the home and permanent structures (poles, signs, hydrants. Etc.). GPS coordinates will also be provided to SPRWS for inclusion in their GIS system
 - A closeout report/record will be provided and incorporated with SPRWS's GIS on an agreed upon schedule.
 - The general conditions of the Contract Documents will establish procedures for final inspection, and contract closeout, which will include final inspections, certifications, determining contract completion, and recommending the final payment for each contract. In coordination with the Contractor, CDM Smith will prepare a punch list for each property as work is substantially completed to monitor completion. Final inspections will determine if the project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled their obligations.
 - Keep an up-to-date data set of properties where LSLRs could not be performed along with a description of the reason.

- Maintain a near real-time database of customer complaints, the issue to be resolved, the responsible party, and the date said action was completed in the Program Data Management software. This data will be shared between SPRWS, CDM Smith, and the Contractor so that valid complaints can be addressed, and resolutions logged.
- While the permits are the responsibility of the construction Contractor(s), CDM Smith will assist the Contractor and keep track of progress of the various permits required for each LSLR, including (as applicable) plumbing permit, SPRWS standard service application, street/sidewalk opening, maintenance of traffic and/or road closure, and potentially (likely limited) National Pollutant Discharge Elimination System (NPDES). Review and make recommendation for payment for the Contractors' monthly payment applications and make submissions on behalf of SPRWS to the MN DWSRF and SPRWS for processing of payment to Contractors. Updated schedule of values and construction schedules will be reviewed along with monthly invoices.
- For each construction contract, CDM Smith will plan, schedule, and conduct a pre-construction meeting with the awarded Contractor and SPRWS for each contract. Procedural guidelines and specification project requirements will be discussed at this meeting. An important aspect will be clear direction on managing and documenting communication and coordination with property owners and community members. We will prepare an agenda and distribute meeting minutes for this meeting. CDM Smith will lead monthly progress meetings during construction for each contract to discuss ongoing project status. CDM Smith will lead each progress meeting, including preparing agendas and distributing meeting minutes.
- CDM Smith shall lead monthly Construction Management Project Status Meetings with SPRWS. CDM Smith will review project metrics as updated regularly on the various tracking dashboards. CDM Smith will lead each status meeting, including preparing agendas and distributing meeting minutes. Topics will include but not be limited to the following: code compliance or quality issues identified by field staff, progress on right-of entry forms, contractor daily and weekly progress and any issues identified, status of replacements, permitting challenges, budget expenditures by task, contractor payment status, and schedule for each Contractor.
- As program work is executed and new construction phase information is collected (i.e., LSLRs, test pit and confirmatory observations), CDM Smith will update LSL inventory based on conditions found during construction.
- Using Data Management tools detailed in Task 6, CDM Smith will perform Task 5 construction management utilizing: two-week look-ahead schedules shared with all parties, daily schedules of buildings scheduled for replacement, review of the targeted streets to determine if records have been updated, a review of the targeted streets to understand the paving and traffic control requirements, and a comparison of inspection reports in the construction management software and the data in GIS, checking for inconsistencies and following up on any required corrections. CDM Smith's approach is

based on the paperless process as it provides more accurate and timely information. Electronic reports are generated on a daily basis for each property, reviewed, and will be delivered to SPRWS in a format suitable for easy upload to SPRWS's master inventory data set.

- Task 5C – Post-LSLR Sampling, Lab, Reporting and Customer Result Communications
 - Upon completion of a LSLR, CDM Smith will coordinate with SPRWS's 3rd party supplier who will ship sample kits directly to the site.
 - Upon receipt of the lead analysis results, CDM Smith will upload the data to the tracking dashboard.
- CDM Smith's Construction Management scope and budget are based on the following additional assumptions:
 - CDM Smith's scope assumes that between April 15th and October 1st, an average of 11.5 LSLs will be replaced per day under the two (2) contracts bid for the 2025 construction season to meet the 1300 replacements.
 - CDM Smith will not be responsible for the Contractors' means, methods, techniques, sequences, procedures, or safety precautions incidental thereto. CDM Smith will not be responsible for the Contractors' failure to perform the construction work in accordance with the Contract Documents. CDM Smith will endeavor to guard SPRWS against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.
 - Any Construction Material Testing (CMT) services would be provided by the contractors as needed. The resident engineer would schedule CMT services directly with the contractor in coordination with the Contractor.
 - Topographic (horizontal/vertical) survey work not included. GPS points will be provided by the RPR, including the curb stop, corp stop and point of service line entry into the home.
 - The following activities will be included in the Contract Documents as being in the Contractor's scope of work:
 - Contractor shall record the location of crossing utilities (such as properties sewer service line) if exposed during construction and become part of the Contractor's as-built submittal in the Contract Documents.
 - Contractor shall record the final locations of installed service lines and appurtenances using the project software electronic forms.

Task 6: Data Management

The following will be performed by CDM Smith as part of Task 6 – Data Management:

- SPRWS currently manages their LSL database within the Esri GIS environment and makes use of Esri's ArcGIS Online/Portal, Survey 123, and Field Maps products. CDM Smith will work with

SPRWS to leverage their current Esri-based environment to support the next phases of the LSL program. During this task, CDM Smith will complete the following:

- Meet with SPRWS to review the existing Esri-based LSL environment. This will include review of the existing geodatabase design, Field Maps and Survey 123 Apps, Dashboards or Hub Sites, and integration points with other software systems. This will provide CDM Smith with foundational information related to the existing configuration so that a program workflow that takes advantage of existing systems can be developed.
- Develop a data management strategy and gap analysis to support the LCRR program. During this task, the data required of the program will be identified and compared with the current capabilities of the Esri-based data management system. Data management enhancement recommendations, if necessary, will be developed to support the growing needs of the program. Recommendations may include enhancements to the Esri LSL database design, Field Maps and Survey 123 Apps, dashboards, and related technologies. If required, CDM Smith will work with SPRWS to build new applications to support evolving program requirements.
- Work with SPRWS to develop protocols and procedures for leveraging SPRWS's currently Esri-based LSL environment to support future program needs.
- Work with SPRWS to maintain or develop Esri-based apps, web maps, Field Maps and Survey 123 apps, dashboards, hub sites, and Esri Experience Builder applications as needed. Key requirements and future enhancements, if necessary, will be identified during the Gap Assessment process. This includes development or maintenance of as-needed integration with other SPRWS systems, such as CMMS or scheduling systems.
 - The scope assumes that CDM Smith will develop one internal and one external dashboard tracking the program's progress. Exact details of what is included in each dashboard will be developed in the data management meetings.
- Provide on-going and as-needed support related to data management, apps, dashboards, and related technology solutions.
- Customer Satisfaction Survey – CDM Smith will work with SPRWS to develop a Customer Satisfaction Survey to be completed by homeowners at the conclusion of their LSLR.

EXHIBIT B TO AGREEMENT BETWEEN OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2024 between St. Paul Regional Water Services (OWNER) and CDM Smith Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of Resident Project Representative (RPR)

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
4. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. Review of Work, Defective Work, Inspections, Tests and Start-ups:
 - a. Report to ENGINEER whenever RPR 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.
 - b. Inform ENGINEER of any Work that RPR 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 Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
7. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
8. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
9. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job 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 ENGINEER.
 - c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
10. Reports:
- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.



- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to 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.
 12. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
 13. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. Limitations of Authority by Resident Project Representative (RPR):
1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.