



AMENDMENT #3 TO AGREEMENT BETWEEN OWNER AND ENGINEER 2026 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) for the 2026 Lead Free St. Paul Program Management Services. In 2026, CDM Smith will be responsible for design of approximately 2,000 lead service line replacements (LSLRs). Additionally, this scope of work includes the planning and design services related to the 2,500 LSLRs planned for 2027.

Task 8: 2026 Program Management

- Task 8A – General Program and Project Management

The objective of this task is to coordinate the activities listed in subsequent tasks. Activities to be included as part of the program management task include:

- **Internal Coordination Meetings.** Conduct internal coordination meetings with CDM Smith Project Team to enhance communication throughout the Program. Internal coordination meetings will be conducted as necessary to accomplish this goal. This task includes preparing meeting materials as necessary to support such meetings and preparing meeting summaries and action item lists as required.
- **Monthly Reporting and Project Administration.** Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly services invoice. Project scope review meetings will be held monthly with the Saint Paul Regional Water Services (SPRWS) management team.
- **Program Schedule.** To conduct this Program in a manner consistent with the SPRWS's objectives, the CDM Smith Project Team will develop and maintain an overall program schedule. A draft program schedule has already been developed. Once the program schedule is finalized, it will be maintained throughout the program to reflect actual progress and will include any changes discussed for subsequent years.

- Task 8B –Program Management Plan Update

CDM Smith will review and update the 2025 program management plan (PMP) that was developed to define and guide the joint execution of the program by the CDM Smith and SPRWS teams. Updates will be based upon lessons learned during the 2025 LSLRs. Areas to be reviewed include:

- Health and Safety Plan
- Discussion on Integration w/ SPRWS Staff
- Duties and Responsibilities of Team Members

- Communication Plan
- SPRWS Policies and Procedures
- Stakeholder Management
- Construction Management Plan
- Task 8C – Program-Level Meetings and Workshops

CDM Smith's Task 7C Program-Level Meetings and Workshops are listed below (other task-specific meetings for public outreach, construction management, and data management are detailed in subsequent tasks).

- **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 (2)** - This workshop will establish the direction for the 2027 bid documents and work plan. The 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 (1)** - 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 at the conclusion of the 2026 construction season.
- **Weekly Coordination Meetings (52)** – CDM Smith will attend weekly coordination meetings with the SPRWS team to plan and coordinate program activities.
- **Weekly Public Outreach Meetings (52)** – CDM Smith will facilitate weekly coordination meetings with the SPRWS Public Outreach team to plan and coordinate outreach activities.
- **Weekly Construction Meetings (38)** – CDM Smith will attend weekly coordination with the SPRWS construction team to coordinate construction activities.

Task 9: 2027 Project Planning

- Task 9A –Confirmation of Service Line Material
 - CDM Smith will meet with SPRWS to review the existing prioritization plan and confirm which 2,500 LSLR's are in CDM Smith's 2027 scope of work.
 - CDM Smith will provide a desktop review of all services within the boundaries of the 2027 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 9B – 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 will be dovetailed with the Work Plans to efficiently communicate the plan and schedule in the targeted areas.
- Task 9C – Contract Documents
 - CDM Smith will prepare up to eight (8) Contracts for 2027 including an approximate total of 2,500 lead service line replacements with final number of contracts and size per contract to be established based on the recommendations summarized in the Work Plan.
 - The 2027 Contract Documents will be based upon the Contract Documents used in 2026, with edits made based upon lessons learned in 2026 and other modifications as requested by SPRWS. The Contract Documents will include drawings and specifications as described below.
 - Drawings – The drawings shall consist of a Title Page, General Construction Notes, Standard Details, and Stormwater Pollution Prevention Plan (SWPPP).
 - Specifications – The specifications shall consist of a Title Page, Bid Form, Special Provisions for Lead Service Replacement, Private Lead Service Line Replacement Specification, SPRWS Specifications for Water System Installation, Standards for Installation of Water Mains, Trenchless Specification, Water System Excavation Specification, Plumbing Permit Application, Service Table with Addresses and Other Site-Specific Information, and the Excavation and Trenching Policy.

Task 10: 2026 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.

Task 11: 2027 Bid Phase Services

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

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- 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.

Task 12: 2026 Public Outreach and Education

CDM Smith will be responsible for all Public Outreach related to the 2026 Lead Service Line Replacements, except for those performed by SPRWS's distribution team. Public Outreach efforts will be performed as described below.

- Task 12A – Strategic Outreach and Campaign Outline Update
 - CDM Smith will update the 2025 Strategic Outreach and Campaign Outline to conform with the 2026 LSLR schedule and lessons learned during the 2025 replacements.
- Task 12B – Public Outreach and Education Program Template Updates
 - CDM Smith will review the outreach materials utilized and developed for the 2025 replacements. Materials will be updated based upon the anticipated 2026 replacements and lessons learned during 2025.
- Task 12C – 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 – CDM Smith will produce up to four (4) mass mailers. The content of the mass mailers will be determined as the program progresses.
 - 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 staff the customer service hotline to help customers looking to sign up for the program. The hotline will be answered during business hours. CDM Smith has budgeted 1,664 hours for hotline coverage.
- 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 a project area have lead service lines on average. For 2026, it is anticipated that there will be approximately 12,000 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 720 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.
 - Lead Free Customer Hotline – CDM Smith will provide coverage of the Lead Free Customer Hotline to address any questions and assist in obtaining signed agreements from eligible customers. CDM Smith has included 32 hours of labor per week for hotline coverage.
 - 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 120 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.
 - 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 update and print doorhanger and flyer outreach materials in support of construction phase communication, up to three materials each to 3,000 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.

■ Task 12D – Community Meetings

- CDM Smith will prepare for, attend, present and answer questions as an LSLR agenda item of seven (7) in-person existing Community/Neighborhood meetings.
- CDM Smith plans to present at the first public meeting in-person before the contracts are bid but will 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 eight (8) additional outreach meetings with specific groups/stakeholders (to be identified as critical to advancing the program). For these additional meetings, CDM Smith will support SPRWS staff by modifying existing outreach materials.
- In the final months of the 2026 construction season, CDM Smith will provide SPRWS with a debrief evaluation of the 2026 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.
- 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 13: 2026 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 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.
- Facilitate Contractor Background Checks. CDM Smith will facilitate background checks of the Contractor employees per the conditions outlined in Amendment 1.

■ Task 13A – 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 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 a construction crew replacing an average of 3 service per day per RPR. Each workday is assumed to be up to 10 hours in duration.

■ Task 13B – 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, CDM Smith will perform 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.

- 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 31st, an average of 15 LSLs will be replaced per day under six (6) contracts bid for the 2026 construction season to meet the approximate 2,000 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 SPRWS 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 14: 2026 Data Management

CDM Smith will build upon the existing systems created by SPRWS and CDM Smith for the prior year's LSLRs. The 2026 data management scope will include:

- Meet with SPRWS on a bi-weekly basis to coordinate data management activities.
- Update the data management strategy and perform a gap analysis to support the 2026 LSLR program.
- Work with SPRWS to update 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 update 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 maintain two Customer Satisfaction Surveys to be completed by homeowners upon signing the agreement and at the conclusion of their LSLR.
- CDM Smith has assumed a total of 500 hours for data management activities in 2026.