EXHIBIT "A"- SCOPE OF WORK Water Conservation and Reuse Improvements Project 107023

1. Project Services.

Consultant agrees to perform professional services for a project known and described as Water Conservation and Reuse Improvements Project ("Project"). The Project consists of design and bid phase support for the Project which includes pipelines and appurtenances (valves, meters, etc.) to deliver reclaimed water to three (3) locations—Rotary Park, Jack Hardie Park, and Cypress Park—for the purpose of replacing potable irrigation demand with recycled water. The Services are described in the following tasks:

Task 1: Project Management

Consultant will provide overall budget, schedule and resource monitoring throughout the duration of the Agreement. This task includes the following activities:

<u>Task 1.1 – Project Administration</u>

Consultant will perform Project management activities including:

- a. Invoicing
- b. Project Reporting and Meetings
- c. Management of Consultant Staff

Task 1.2 – Meetings

Consultant will moderate up to three (3) one-hour meetings via Microsoft Teams to discuss Project status and technical issues that require City input. Consultant will provide an agenda and meeting minutes for each meeting.

Task 1.3 – Project Schedule

Consultant will provide initial and monthly updates to the Project schedule.

Task 1 Deliverables: meeting agendas and minutes, monthly invoices, project schedule. All deliverables will be submitted electronically.

Task 2: Basis of Design

Task 2.1 – Basis of Design Memo

Consultant will prepare an approximate five (5) page Basis of Design Memo (BDM) to document the basis of design and Consultant's understanding of the Project elements based on Consultant's previous project documents, reports, and studies. The City will review the BDM

and return comments to the Consultant. Consultant will prepare 90% Design Deliverable based on the BDM and City comments.

Deliverable(s) –Basis of Design Memo (BDM) with design understanding. All deliverables will be submitted electronically.

Task 3: Detailed Design

Consultant will prepare Contract Documents based on the BDM and City comments. Consultant will perform quality control and quality assurance (QA/QC) for each submittal package before submission to the City. The internal QA/QC practices will include documented independent, qualified reviews and back-checking for each submittal package.

Task 3.1 – 90% Design Deliverable

Consultant will develop a set of 90% level design drawings, specifications and Class 2 cost estimate. Consultant will base the 90% design on the BDM and City comments. Consultant assumes the City will use the 90% documents to secure necessary permits.

Deliverable(s) – Preliminary 90% Contract Documents, Specifications, and 90% Engineer's Opinion of Construction Costs. All deliverables will be submitted electronically.

Task 3.2 – Final Bid Document Deliverable

Consultant will develop a set of Bid Documents including design drawings and specifications for the City to advertise and Bid. Consultant will incorporate City comments from the 90% design documents into the final Bid Documents.

Deliverable(s) – Final Contract Documents. All deliverables will be submitted electronically.

Task 4: Bid Phase Support

Consultant will provide engineering services outlined below to the City during the bid phase of the Project. Consultant will provide to City an electronic set of contract documents for use by City to distribute to prospective bidders. Consultant will perform the following:

Task 4.1 – Attend Pre-Bid Conference

Consultant will attend virtually one, 1-hour pre-bid conference.

Task 4.2 – Prepare Clarifications, Addenda, and Respond to Contractor Questions

Consultant will respond to technical questions presented by construction bidders and prepare up to one (1) addendum.

Task 4.3 – Bid Evaluation and Review

Consultant will assist the City with the evaluation of all the bids received and provide a bid evaluation.

Task 4.4 – Conformed Documents

Consultant will prepare conformed documents incorporating items included in addenda.

Deliverable(s): Addendum, Responses to contractor questions, Bid Evaluation, and Conformed Documents. All deliverables will be submitted electronically.

2. Schedule.

The Services will commence upon receipt of an executed Agreement. The design phase durations are as follows, independent of review by City or others:

Deliverable	Duration
Basis of Design	2 months
90% Design	6 weeks
Final Design	4 weeks

3. Assumptions.

- 1. The Scope of Work is developed with the assumption that the Project will be constructed using the traditional design -bid-build delivery method.
- 2. Payment for this Project to the Consultant will be lump sum. Project Fees are included as Exhibit B.
- 3. City will provide a single set of compiled comments on the Consultant's deliverables within 2 weeks of submission.
- 4. Geotechnical report information from previous design projects is suitable for this Project.
- 5. Survey information from previous design projects is suitable for this Project.
- 6. Any fees required by external or internal agencies will be the responsibility and paid for by the City.
- 7. The City is responsible for submitting all documents to any State, County, or other agency required by statute to approve the design of the Project prior to construction.
- 8. The City will be the primary Construction Representative.
- 9. The City will perform SCADA and controls design and testing for this Project.
- 10. The City will coordinate with all utility providers who need to deliver utility service to facilities.
- 11. Consultant will not develop new profile sheets. Consultant will revise and update appropriate documents previously delivered in the 2018 and 2020 projects.
- 12. City will prepare and provide all Division I, II, and III specifications for Consultant to integrate into the Contract Documents. Consultant will use Consultant's standard specifications for Division IV specifications.
- 13. All meetings will be virtual. No travel to the site(s) is included.
- 14. Design assumptions used in previous designs for these facilities are still valid and do not need re-evaluation.

- 15. City will distribute bid documents, manage bid advertisement, receive bidder questions, and open bids.
- 16. City-Provided Information and Services: City shall furnish Consultant available studies, reports and other data pertinent to Consultant services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant services under this scope of work.
- 17. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- 18. Document Use and Reuse: Documents, including drawings and specifications, prepared by Consultant pursuant to this scope of work are not intended or represented to be suitable for reuse by City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 19. Third Parties: The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on Consultant 's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Consultant 's services hereunder.
- 20. Delays: Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant 's services are suspended, delayed or interrupted for the convenience of the City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant 's time of performance and cost of Consultant 's personnel and subcontractors may be made.
- 21. Access: The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Services hereunder.

4. Services Not Included.

The following services are excluded from Consultant's scope of work and will only be performed upon the written approval and execution of an amendment or separate agreement:

- 1. Additional meetings not accounted for in this Scope of Work;
- 2. Preparation of City assigned bidding documents for pre-purchase of materials;
- 3. Design Services for alternate delivery scenarios, if required;
- 4. Additional survey and geotechnical services not specified;
- 5. Engineering Services During Construction; and
- 6. Other Project related services as required not included in this Scope of Work.