

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement, Task Order #4, dated January 16, 2026, between City of Mt. Juliet (OWNER) and CDM Smith (ENGINEER) for professional services.

TASK 3—CONSTRUCTION CONTRACT ADMINISTRATION

The ENGINEER will provide Contract Construction Administration services for the construction Project over a 6-month construction period (i.e., from Contractor notice to proceed to final completion). This Agreement would need to be amended to provide additional compensation if the construction period exceeds 6 months.

3.1 General Administration of Construction Contract

ENGINEER will consult with and advise OWNER and act as OWNER's representative as provided in the OWNER's General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions will not be modified, except to the extent provided herein. The OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

As part of this task, ENGINEER will complete conforming of the bid phase documents based on addenda and clarifications issued during the bid phase. A single combined PDF version of the documents will be provided to the OWNER and the Contractor, printed copies are not included.

This task will include performance of project management duties to include internal project management functions, invoicing, progress reporting on work completed and tracking of ENGINEER's scope, schedule and budget. This task will also include the attendance, administration, and preparation of minutes of appropriate project meetings including:

- Project Pre-Construction Meeting
- Monthly Project Progress Meetings (six (6) virtual and two (2) in-person progress meetings have been budgeted).

It is assumed that up to 2 staff from the ENGINEER will participate at each meeting.

3.2 Visits to Site and Observation of Construction

In connection with observations of the work of Contractor while in progress:

3.2.1 ENGINEER will make site visits at intervals appropriate to the various stages of construction as ENGINEER 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. Such visits and observations by are not intended to be exhaustive or extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER 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 ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER will keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in subparagraph 3.2.2 herein and other express or general limitations in this Agreement and elsewhere. This scope of services assumes that the OWNER inspector will make visits to the site at intervals appropriate to the stage of construction, to observe the progress and quality of the Work, document observations in daily reports that will be shared with the ENGINEER and to determine if the Work is proceeding in accordance with the Contract Documents.

3.2.2 The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER 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. ENGINEER will 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 will ENGINEER 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, ENGINEER 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.

This scope assumes three (3) site visits by the ENGINEER at each site (six total). These may be held concurrently with the on-site progress meetings, and include a substantial completion walkthrough at each site.

3.3 Defective Work

During site visits and on the basis of such observations, ENGINEER will have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that generally conforms 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 per the Contract Documents.

3.4 Clarifications and Interpretations: Requests for Information and Field Orders

ENGINEER will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. ENGINEER will respond to Request for Information (RFI) submittals from the Contractor. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. This scope of services assumes up to eight (8) RFIs and Field Orders. ENGINEER will receive amendment for additional compensation if the assumptions above are exceeded.

3.5 Change Orders and Work Change Directives

ENGINEER will recommend Change Orders and Work Change Directives to OWNER as appropriate and will prepare Change Orders and Work Change Directives as required. This scope of services assumes up to two (2) Work Change Directives and formal Change Orders. ENGINEER will receive amendment for additional compensation if the assumptions above are exceeded.

3.6 Shop Drawings

ENGINEER will review and approve (or take other appropriate action in respect of) Shop Drawings, Schedules 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. It is assumed that shop drawings will be reviewed no more than twice by the ENGINEER. Subsequent submittal reviews will be at the Contractor's expense. A total of 50 shop drawings/submittals (includes resubmissions) are assumed including "B" submittals.

3.7 Substitutes

ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. 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 will only be performed pursuant to an amendment to this Agreement for additional compensation.

3.8 Disagreements between OWNER and Contractor

ENGINEER will render the initial decisions on all claims of OWNER 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, ENGINEER will be fair and not show partiality to OWNER or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.

3.9 Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and review of Applications for Payment and the accompanying data and schedules:

3.9.1 ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER'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 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 ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER'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). The responsibilities of ENGINEER are expressly subject to the limitations set forth in this Scope of Services or general limitations in this Agreement and elsewhere.

3.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that on-site observations made by ENGINEER 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 involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control 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 ENGINEER 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 OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. A total of 6 pay applications are assumed.

3.10 Contractor's Completion Documents

ENGINEER will receive, review and transmit to OWNER with written comments manufacturer 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. ENGINEER'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.

3.11 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, will conduct an inspection to determine if the work is substantially complete. After considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER will deliver a certificate of Substantial Completion (SC) to OWNER and Contractor. The SC certificate may include a list of items to be completed as conditions for SC. One site visit at each site for substantial completion inspection by the ENGINEER will be conducted.

3.12 Final Notice of Acceptability of Work

ENGINEER will conduct a final inspection to determine if the completed work of Contractor is acceptable, so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will indicate that the work is acceptable to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement. One site visit for final completion inspection by the ENGINEER will be conducted.

3.13 Limitation of Responsibilities

ENGINEER will 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. ENGINEER will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

3.14 Record Drawings and Closeout

ENGINEER will prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER. The drawings will be prepared electronically (in PDF and AutoCAD 2021 (or later) format) for delivery to the OWNER.

ENGINEER will provide services in conjunction with Project closeout including submission of record drawings to permitting agencies for final certifications.

PART 3.0 OWNER'S RESPONSIBILITIES:

The responsibilities of the OWNER are as follows:

- Timely review and input of deliverables and/or construction issues.

Attendance at monthly construction progress meetings to assist with resolution of issues arising during construction.

PART 4.0 PERIODS OF SERVICE:

The ENGINEER will complete this scope of work as follows:

- Construction Administration services will start one month prior to Contractor's Notice to Proceed and will be completed within 6 months from the Contractor's Notice to Proceed Date to Final Completion. NTP is assumed to be July 1,2026.
 - Record Drawings will be delivered to the OWNER within 4 weeks of receipt of documents from the Contractor.
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