

**PROFESSIONAL SERVICES BETWEEN APACHE JUNCTION WATER UTILITIES
COMMUNITY FACILITIES DISTRICT AND WILSON ENGINEERS, LLC FOR PHASE
3 FINAL BUILDOUT OF SUPERSTITION AREA WATER PLANT CONSTRUCTION
ADMINISTRATION AND INSPECTION SERVICES**

THIS AGREEMENT is made as of the ____ day of _____ 20____ (the “Effective Date”) by and between the APACHE JUNCTION WATER UTILITIES COMMUNITY FACILITIES DISTRICT, an Arizona municipal corporation (“District”), and WILSON ENGINEERS, LLC., an Arizona limited liability company (“Consultant”), both of which may be hereinafter referred to collectively as the “Parties” or individually as a “Party,” for the project entitled Superstition Area Water Plant Phase 3 Final Buildout Improvements.

RECITALS

A. District desires to retain a consultant to assist in construction administration and inspection services for Phase 3 Final Buildout of Superstition Area Water Plant expansion from 4 million gallons a day (mgd) capacity to 10 mgd capacity and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended to it.

B. The open market procedures have been satisfied to the extent they apply. The District will be using the City of Scottsdale’s Engineering Services Contract, Contract No. 2022-038-COS which has cooperative language.

C. The Parties have set forth below contemplated services Consultant will provide to District, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT’S DUTIES:** Consultant agrees to perform the professional services detailed in Exhibit A (the “Services”).

2. **COMPENSATION:** In accordance with Exhibit B and the terms and conditions of this Agreement, District shall compensate Consultant for the Services in an amount not to exceed Two Million Seven Hundred Thirty Five Thousand Four Hundred Seventy Five Dollars and Zero Cents (\$2,735,475.00) (the “Contract Amount”).

3. **CONSULTANT BILLING:** Consultant shall invoice District on a time and expense basis in a total amount not to exceed the Contract Amount. District agrees to process for payment invoices received from Consultant within thirty (30) calendar days following receipt of such invoices, provided Consultant fulfills all duties and obligations set forth in this Agreement. Review of invoices by District may include an inspection of the Services.

4. **TERM/RENEWAL:** The term of this Agreement shall commence on October 1, 2025 and end on June 30, 2028. This Agreement may be extended upon mutual written consent of the Parties provided that any amendment shall be executed by an authorized signatory of the Parties and provide in writing the amended term of the Agreement and, if applicable, a specified dollar amount of additional payment to be owed by District to Consultant.

5. **DISTRICT'S STANDARD OF PERFORMANCE:** District shall furnish Consultant with all data, information and other supporting services necessary for Consultant to perform the Services.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant or its subcontractors commit in the performance of this Agreement.

7. **NOTICES:** All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to District: Apache Junction Water Utilities
Community Facilities District
Attn: Water District Director
300 East Superstition Boulevard
Apache Junction, AZ 85119

If to Consultant: Wilson Engineers, LLC.
Attn: Mike McBrady
1620 West Fountain Pkwy
Suite 501
Tempe, AZ 85282

8. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain during the Term the minimum insurance required by this Agreement with companies duly licensed, possessing a current A.M. Best, Inc. Rating of

B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to District.

All insurance required by this Agreement shall be maintained in full force and effect until the Services are satisfactorily completed and formally accepted by District; failure to do so may, at the sole discretion of District, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect District.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against District, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Consultant shall be solely responsible for the deductible and/or self retention and District, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Agreement, except Workers' Compensation and Professional Liability, shall name District, its agents, officers, officials and employees as Additional Insureds.

Consultant shall expressly bind any subcontractors, or any other lower tier subcontractors, used in the performance of any aspect of the Services, to the insurance requirements in this Agreement, making such obligations applicable to the other contractor to the same extent as it is applicable to Consultant. The purpose of this provision is to require any lower tier contractor, regardless of level, to provide insurance and indemnity required by this Agreement.

REQUIRED COVERAGE

A. Commercial General Liability

Consultant shall maintain throughout the Term Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000

General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If Consultant sublets any part of the Services, Consultant shall purchase and maintain, at all times during prosecution of the Services, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Services. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

B. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto," (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

C. Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of the Services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

“I am aware and understand the provisions of A.R.S. § 23-901 *et seq.*, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

If Consultant has no employees for whom Workers’ Compensation insurance is required by federal or state statutes, Consultant shall submit a declaration or affidavit to District so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

D. Professional Liability

Consultant shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

E. Certificates of Insurance

Prior to commencing the Services, Consultant shall furnish District with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. District shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, District’s right to insist on strict fulfillment of Consultant’s obligations under this Agreement.

The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction Water Utilities Community Facilities District Attorney’s Office, shall comply with the terms of this Agreement. Policies or certificates and completed forms of District’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the District Attorney) evidencing the coverage required by this Agreement shall be delivered to District Attorney, Apache Junction Water Utilities Community Facilities District, 300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the Apache Junction Water Utilities Community Facilities District, it is agreed that the Apache Junction Water Utilities Community Facilities

District and its officers and employees are added as additional insureds under this policy.”

In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Consultant’s work or services and as evidenced by annual Certificates of Insurance.

Consultant shall require its insurers to provide District thirty (30) calendar days’ prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below contractually-required amounts. If a policy does expire during the Term, a renewal certificate must be sent to District thirty (30) calendar days prior to the expiration date.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither District nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “Enforced Delay”) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics and related executive orders, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement.

Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section 10 shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon thirty (30) calendar days' written notice. If this Agreement is terminated, District shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. District shall pay Consultant for completed and acceptable work performed pursuant to this Agreement prior to the date of termination.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its elected and appointed officers, officials, special districts, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subcontractors in the performance of the Services or any subcontract. Consultant's duty to defend, hold harmless, and indemnify District, its elected and appointed officers, officials, special districts, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement, including any employee of Consultant, any tier of Consultant's subcontractor, or any other person for whose acts, errors, mistakes, omissions, work or services Consultant may be legally liable, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Consultant or any tier of Consultant's subcontractors, or any other person for whose acts, errors, mistakes, omissions, work or services Consultant may be legally liable in the performance of the Services or subcontract. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 12. The rights and obligations under this Section 12 shall survive termination of this Agreement.

13. **TAXES:** Consultant shall pay as they become due all license, sales, consumer, transaction privilege, use, and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS AND FEES:** Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses, and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services. Consultant represents and warrants that any license necessary to perform the Services is current and valid. Consultant understands that the activity described in this Agreement constitutes “doing business in the City of Apache Junction” and Consultant agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the Term. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and, if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws.

15. **RECORDS:** Records of Consultant’s labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to District for inspection on request. Consultant shall maintain records for a period of at least two (2) years after expiration of this Agreement, and shall make such records available during that retention period for examination or audit by District personnel during regular business hours.

16. **RIGHT OF DISTRICT TO CONTRACT WITH OTHERS:** Nothing in this Agreement shall imply District is obligated to obtain the Services by only Consultant.

17. **INDEPENDENT CONTRACTOR:** District and Consultant agree and understand that the relationship between both Parties is that of an independent contractor. As such, Consultant is not entitled to receive any benefits to which District employees are entitled by virtue of their employment with District . District shall not be responsible for payment to employees of Consultant for salaries, related taxes (including, but not limited to, federal Social Security tax as well as federal and state unemployment taxes) and all other expenses related to their employment or contractual relationship with Consultant.

18. **WAIVER OF TERMS AND CONDITIONS:** The failure of District or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege

contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement. As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. District at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). District retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between District and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties. Written and signed amendments shall automatically become part of this Agreement and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. SEVERABILITY: District and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this

Agreement is declared void or unenforceable (or is construed as requiring District to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. **BINDING EFFECT, ASSIGNMENT AND DELEGATION:** District and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party shall assign the Agreement or sublet it as a whole or delegate the duties under this Agreement, without the written consent of the other Party, nor shall Consultant assign any monies due or to become due to it without the previous written consent of District.

23. **ACCURACY OF WORK:** Acceptance of services or work by District shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

25. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of this Agreement.

26. **PROHIBITED USE OF FORCED LABOR.** In accordance with A.R.S. § 35-394, Consultant hereby certifies and agrees that Consultant does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or

goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the Term that Consultant is not in compliance with this Section 26, then Consultant shall notify the District within five (5) business days after becoming aware of such noncompliance. If Consultant does not provide the District with written certification that Consultant has remedied such noncompliance within one hundred eighty (180) calendar days after notifying the District of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate in accordance with the Term.

27. CONFLICTS OF INTEREST: This Agreement is subject to, and may be terminated by District in accordance with, the provisions of A.R.S. § 38-511.

28. ORDER OF PRECEDENCE. Should there be any discrepancy or inconsistency between the terms and conditions of this Agreement and any terms and conditions in any exhibit to this Agreement, the terms and conditions of this Agreement shall control and prevail.

[Signatures on the following page]

IN WITNESS WHEREOF, Consultant and District have executed this Agreement as of the date first set forth above.

CONSULTANT:

WILSON ENGINEERS, LLC., an Arizona
limited liability company

By: _____
Its: _____

DISTRICT:

APACHE JUNCTION WATER UTILITIES
COMMUNITY FACILITIES DISTRICT, an
Arizona municipal corporation

By: Walter "Chip" Wilson
Its: Chairman

ATTEST:

Evie McKinney
District Clerk

APPROVED AS TO FORM:

R. Joel Stern
District Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____
day of _____, 20____, by _____ as _____ of
Wilson Engineer, LLC., an Arizona limited liability company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____
day of _____, 20____, by Walter "Chip" Wilson, as Chairman of the
Water Utilities Community Facilities District, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A
SERVICES

EXHIBIT A
ENGINEERING CONSTRUCTION SERVICES
Construction Administration and Inspection

Project Title: Superstion Area Water Plant Phase 3 Improvements

EXHIBIT A – SCOPE

Section 100 - General

Section 200 - Project Administration Services during Construction

- Task 210 Representation on Behalf of Owner
- Task 220 Administer the Construction Schedule
- Task 230.a Review of Submittals Including Shop Drawings, and Test Results Documentation
- Task 230.b Coordinate Shop Drawing, Substitution Requests, and O&M Approval with AJWD
- Task 240 Issue Interpretations and Clarifications
- Task 250 Certify Contractor Progress Payments
- Task 260 Substantial Completion and Final Inspection

Section 300 - Engineering Services during Construction

- Task 320 Minor Changes, Change Order Requests, and Change Orders
- Task 330 Review Material Testing Results
- Task 340 Record Drawings and Project Documents
- Task 350 Manufacturer Operation and Maintenance Manuals
- Task 370 Special Inspections (Structural / Electrical)

Section 400 - Resident Services during Construction

- A - General
- B – Duties and Responsibilities
- Task 410 Bi-Weekly Conferences
- Task 415 Shop Drawings and Samples
- Task 420 Inspection of Work, Rejection of Defective Work, And Review of Test Results
- Task 435 Records
- Task 440 Reports
- C - Limitations of Authority

Section 500 - Special Services

- Task 510 Warranty
- Task 515 Startup
- Task 520 Contractor's and Manufacturer's Equipment Training Coordination
- Task 540 Update Computerized Maintenance Management System

Allowances

- Allowance 1 – Reimbursables
- Allowance 2 – HVAC Engineering Services During Construction
- Allowance 3 – Update Existing Facility O&M Manual Allowance
- Allowance 4 – Engineering Design Allowance
- Allowance 5 – NACE Coating Inspection Allowance
- Allowance 6 – Additional Arc Flash Modeling

CONSTRUCTION ADMINISTRATION AND INSPECTION

SCOPE OF SERVICES

Project Title: Superstition Area Water Plant Phase 3 Improvements

SECTION 100 - GENERAL

This Scope of Services describes Construction Administration and Inspection services to be provided by Wilson Engineers (ENGINEER) for Apache Junction Water District (OWNER). The Construction Administration and Inspection services are related to the construction and post construction phases of the Superstition Area Water Plant Phase 3 Improvements and will consist of the following:

Section 200 - Project Administration Services During Construction

Section 300 - Engineering Services During Construction

Section 400 - Resident Services During Construction

Section 500 - Special Services

The level of effort associated with these services is proposed in **Exhibit B**.

The Superstition Area Water Plant – Phase 3 improvements include the expansion of the existing facility from its current 4 MGD capacity to a total capacity of 10 MGD. This expansion includes additional treatment trains, solids handling facility, GAC facility, a second clearwell and pump station, and associated, mechanical, electrical, and site improvements.

This Scope of Services includes providing services for the Superstition Area Water Plant – Phase 3 Improvements as outlined below. Construction Administration and Inspection services associated with other construction phases are not included as a part of this scope. The following defines the currently planned components to be included in the Scope of Services.

PROJECT COMPONENTS (Included in this Scope)

Treatment Expansion

- Addition of 3 ea – 2 MGD treatment trains for a total expansion of 6 MGD and facility total of 10 MGD.
- Expansion of treatment build to house the additional treatment trains, including conference room, electrical room and storage room.
- 1 ea additional and 3ea replacement raw water pump
- 2 ea additional raw water impound pumps
- Raw water strainer improvements.

- Chemical metering pumps (Alum, Polymer, NaOCL)
- 1 ea additional polymer tank

Solids Handling Expansion

- 1 ea additional spent filter backwash waste junction box
- 1 ea additional spent filter backwash waste EQ basin
- 1 ea additional reclaimed water tank
- 2 ea additional sludge EQ and thickening tanks
- Related pumps, piping, valving, control and instrumentation

New GAC Facility

- 8 new GAC contactors and associated piping, valving and instrumentation
- New precast electrical building

No. 2 Clearwell and Pump Station

- New cast in place concrete clearwell
- 4 ea new vertical turbine GAC pumps
- Expansion of existing electrical building
- Reroute of existing No. 1 clearwell discharge piping

Site Improvements

- Paving of shoulder of Old Ironwood Drive
- Onsite paving and curbing around new facilities

This Scope of Services will be performed during the construction and startup phases of the Project. The duration of construction is anticipated to be 28 months.

The ENGINEER acknowledges that the OWNER may have retained other consultants, engineering and otherwise, and that coordination between other consultants and the ENGINEER may be necessary from time to time to ensure proper performance of these services. The ENGINEER agrees to provide such coordination as necessary within the scope of services.

Construction contract documents (Construction Documents) are defined as the agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addendum, and executed change orders prepared for construction of the Project.

ASSUMPTIONS / EXCLUSIONS

It is assumed that the following approvals and permits will be procured by OWNER's engineering consultants for the Phase 3 improvements and will be in place prior to the notice to proceed:

- Approval to Construct (ATC) from ADEQ.
- Design Approval (cover sheet signature) from AJWD for all projects.
- Building/Fire/Engineering Permits from CITY Development Services Department.
- Approvals for improvements within CITY right-of-way from the CITY Public Works Department

- Approval for improvements within the CAP Canal right-of-way from CAP.
- Closeout assistance of Building/Fire/Engineering Permits

It is assumed that the following permits will be procured by ENGINEER as a part of this project:

- Approval of Construction (AOC) from ADEQ.

Specific Services not included in this Scope are as follows:

- Materials Testing will be provided by OWNER
- Survey services including Construction Staking and As-Built survey to be provided by OWNER or CONTRACTOR.
- Commissioning phase support. Commissioning phase will be completed by AJWD and is not included as a part of this proposal.
- SCADA System integration will be provided by OWNER.
- Radio Path Studies if necessary will be provided by OWNER.
- All Permit Fees are assumed to be paid directly by the OWNER.
- Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the OWNER.

SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION

Task 210 - Representation on Behalf of Owner

The ENGINEER will attend design meetings as required prior to the start of construction. Services provided during the design phase will also include the review of construction plans and specifications (provided by others).

The ENGINEER will consult with and advise OWNER and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned herein shall not be modified, except as ENGINEER may otherwise agree in writing. All OWNER instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in this scope of services except as otherwise provided in writing.

ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the construction contract documents) or the safety precautions and programs associated with the work of Contractor(s).

ENGINEER shall furnish the services of a competent inspector during the progress of construction.

ENGINEER shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. ENGINEER shall not have the direct control of the individual workmen and their work. The direct control shall be solely the responsibility of the contractor (referred to as "Construction Manager at Risk" or "CMAR"), to the

extent provided by the contract between the Owner and the CMAR.

ENGINEER will make site(s) visits appropriate for the size of Project and type of construction at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Documents.

On the basis of on-site examination of materials, equipment, and workmanship, ENGINEER will keep the OWNER informed of the progress of the work, will endeavor to guard OWNER against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. This task shall include the following items:

- 1) Conduct preconstruction conference: the ENGINEER will conduct a preconstruction conference. At the conference, the ENGINEER will identify field services to be provided by the ENGINEER and discuss appropriate coordination procedures. The ENGINEER will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. The ENGINEER's Resident Project Representative (RPR) will conduct the meeting.
- 2) Provide construction administration, quality control, and coordination: the ENGINEER will provide construction administration and quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and that schedules are being met. The ENGINEER will provide coordination functions during the construction phase as follows;
 - A) Hold coordination meetings with the OWNER as appropriate;
 - B) Coordinate with regulatory and approving agencies and utilities as required, including the Apache Junction Water District (AJWD);
 - C) Coordinate the work of specialty subconsultants assigned to the Project; and
 - D) Verify Contractor's Safety Data Sheets (SDS) are on file at the job site.
- 3) Provide Project Records and Documentation: The ENGINEER will maintain and provide the following detailed Project Records and documentation during the construction phase:
 - A) The Project Records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records shall be delivered to the OWNER upon completion of the construction contract. Records shall be maintained under Section 400. Project Records shall be maintained in the ENGINEER's Office.
 - B) Status reports for the construction contract shall be provided under Task 410.

Task 220 - Administer the Construction Schedule

The ENGINEER's opinions concerning the various scheduling documents produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the Construction Documents.

- 1) Review progress schedule: The ENGINEER will review and critique the Contractor's progress schedule in accordance with the Construction Documents. The ENGINEER will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the Construction Documents. The ENGINEER will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor and the OWNER's representative.
- 2) Review progress schedule updates: The ENGINEER will review the Contractor's progress schedule updates to the construction schedule in accordance with the Construction Documents. The ENGINEER will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. The ENGINEER and Contractor will establish, based on the data, the percent of Project completion. ENGINEER will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, the ENGINEER will recommend processing progress payments. The primary performance of the task will be performed under Task 400.

Task 230.a - Review of Submittals Including Shop Drawings, and Test Results Documentation

The ENGINEER will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. The ENGINEER's review shall be for conformance with the design concept of the Project and compliance with the information given in the Construction Documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.

The ENGINEER will receive and review (for general contents as required by the Construction Documents) maintenance and operating schedules and instructions, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Construction Documents and Task 535 and 540.

The ENGINEER will maintain a submittal log showing dates of all submittals, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the OWNER and the Contractor monthly. The ENGINEER will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. The ENGINEER will not approve any proposed substitution unless such substitution is approved by the OWNER.

Submittal review efforts for this project have been categorized into three levels based on the anticipated level of effort required. A limited review applies to items that were previously reviewed and approved during the Phase 1 Expansion and are expected to be submitted in-kind for this phase. These reviews are intended to confirm consistency with previously accepted submittals and verify that no material changes have occurred. A simplified review applies to items that are similar in model and manufacture to those used in previous phases, but may have differing size or arrangement and require updated technical information. These submittals will receive a streamlined review focused on confirming compatibility with the current design intent. A Complete Review applies to products not submitted on as a part of the Phase 1 Expansion and will require a full technical evaluation for conformance with the construction documents and project requirements.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than twenty five percent (25%) of the total number of first submittals will require two (2) reviews. The level of effort estimated for shop drawing submittal is based upon receiving a total of the following:

- Limited Review – 28
- Simplified Review – 165
- Complete Review - 97
- **Total shop drawings - 290**

***NOTE:** This task assumes that the ENGINEER will have access to the Phase 1 Expansion submittal log to provide streamlined review efforts.*

Subtask 230.b - Coordinate Shop Drawing, Substitution Requests, and O&M Approval with AJWD

The ENGINEER shall coordinate shop drawing submittal review and approval with AJWD. For shop drawing submittals, it is assumed that the CONTRACTOR shall furnish one electronic (pdf copy) and two hard copies to the ENGINEER. The ENGINEER shall then forward electronic copies of each shop drawing submittal received from the CONTRACTOR to AJWD and coordinate with AJWD regarding any questions. Prior to submitting a shop drawing to AJWD, the ENGINEER shall review the submittal for general conformance with the design concept of the Project and compliance with the information given in the construction documents. As part of this task, the ENGINEER shall maintain a submittal log showing dates of the submittal being sent to AJWD, dates of return, and review action. Copies of the log shall be furnished to the OWNER, AJWD, and the CONTRACTOR monthly. It is assumed that AJWD will accept electronic (with pdf copies) submittals for initial review and approval. For the final project turnover, the ENGINEER will compile one hard copy of all approved shop drawings for delivery to AJWD.

MATERIAL/EQUIPMENT SUBSTITUTIONS: The ENGINEER will follow the OWNER/AJWD required procedures for CONTRACTOR proposed material and equipment substitutions. The ENGINEER will first review the substitution for acceptability. If acceptable, the ENGINEER shall then summarize the substitution request (noting acceptability) and forward an electronic copy of the substitution request to the OWNER/AJWD for formal approval.

Task 240 - Issue Interpretations and Clarifications

The ENGINEER will issue the OWNER's instructions to Contractor(s); issue necessary interpretations and clarifications of the Construction Documents; have authority, as OWNER, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Construction Documents and judge the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Documents pertaining to the execution and progress of the work. The ENGINEER will render interpretations or decisions in good faith and in accordance with the requirements of the Construction Documents.

The ENGINEER will respond to the OWNER and/or Contractor to clarify and/or interpret technical or design related questions. Routine technical interpretations shall be responded to under Task 410. The ENGINEER will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Construction Documents. The ENGINEER will serve as the OWNER's advisor in resolution of these issues. Clarifications shall be issued to the Contractor under Task 410.

- **Total RFIs - 250**

Task 250 - Certify Contractor Progress Payments

The ENGINEER will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with the ENGINEER's field inspections, and the progress schedule shall be used by the ENGINEER to determine the appropriateness of the Contractor's request for payment.

The ENGINEER, on review of applications for payment and the accompanying data and schedules, verifies the amounts owed to Contractor and recommends in writing to OWNER payments to Contractor. Recommendations of payment will constitute a representation to OWNER, based on such inspections and review, that;

- 1) The work has progressed to the point indicated;
- 2) To the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Documents, and to any qualifications stated in the recommendation); and
- 3) Payment of the amount recommended is due and owed to the Contractor.

The level of effort for this task is based on monthly payment applications submitted by CONTRACTOR. The number of pay apps are based on the anticipated duration of the project.

- **Total Pay Apps - 28**

Task 260 – Substantial and Final Completion Inspections

Following notice from the Contractor, the ENGINEER and the OWNER will conduct an inspection to determine the status of completion. If the ENGINEER does not consider the project or work substantially complete, the ENGINEER will notify the Contractor in writing. If the ENGINEER considers the work substantially complete, the ENGINEER will deliver to the OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. Attached will be a tentative list of items to be completed or corrected before final payment. After OWNER reviews and approves the tentative certificate of Substantial Completion, the ENGINEER will deliver to the OWNER and Contractor a definitive certificate of Substantial Completion and punch list.

The ENGINEER and the OWNER will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the Construction Documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled their contractual obligations so ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the OWNER whether the work is finally complete.

After the work is determined to be finally complete and the ENGINEER determines that the Contractor has properly submitted the items required for final inspection, the ENGINEER will determine whether the Contractor is entitled to final payment and, if so, will so certify to the OWNER.

The ENGINEER's certification that the Contractor is entitled to final payment constitutes the ENGINEER's representation to the OWNER that;

- 1) The work complies with (a) the construction contract documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- 2) The Contractor has submitted proper Final Completion close-out documents; and
- 3) The Contractor is entitled to final payment.

The ENGINEER will provide to the OWNER, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

ENGINEER will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION***Task 320 - Minor Changes, Change Order Requests, and Change Orders***

The ENGINEER, without the OWNER's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, the ENGINEER shall not have authority to direct or authorize changes in the Work without the OWNER's prior written approval; however, the ENGINEER shall provide a copy of any written field order to the OWNER.

The ENGINEER will promptly consult with and advise the OWNER concerning, and shall administer and manage, all change order requests and change orders.

The ENGINEER will prepare, when requested by the OWNER, required drawings, specifications and other supporting data regarding minor changes, change order requests and change orders.

The ENGINEER will prepare and submit change order requests explaining the merits for the change and a recommendation for the OWNER's approval and acceptance.

The ENGINEER will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

The ENGINEER will administer and manage minor changes, change order requests, and change orders on behalf of the OWNER. Change orders shall be prepared on a standard form provided by the ENGINEER.

Should a change order request be accepted by the OWNER in the absence of an agreement with the Contractor as to cost, time, or both, the ENGINEER will;

- 1) Receive and maintain all documentation pertaining to the change order request required of the Contractor;
- 2) Examine such documentation on the OWNER's behalf;
- 3) Take such other action as may be reasonably necessary or as the OWNER may request; and
- 4) Make a recommendation to the OWNER concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for Contractor's acceptance and Owner approval.

Changes and substitutions shall be limited to the scope of the Project as defined by the Construction Documents or additional work as may be requested by the OWNER.

Task 330 – Material Testing

The ENGINEER shall review the material testing results performed by the CONTRACTOR's third party testing agency in accordance with the contract documents requirements. Based on the results provided, the ENGINEER shall determine acceptability based on the contract document requirements of the area/item being tested. If it is determined that the testing results do not meet the requirements of the contract documents, the ENGINEER shall require the CONTRACTOR to remedy the area and to re-test and re-submit the results for approval.

Written reports of all testing results which identify the required data and identify conformance or non-conformance with the Construction Documents will be maintained by the ENGINEER and provided to the OWNER and AJWD at the completion of the Project. The ENGINEER will take appropriate action on all such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the ENGINEER deems appropriate. The ENGINEER will promptly reject Work which does not conform to and comply with testing requirements.

NOTE: *This task does not include the actual materials testing services.*

Task 340 – Record Drawings and Project Documents

The ENGINEER will prepare a set of Record Drawings showing changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by the Contractor(s) to the ENGINEER, which the ENGINEER will review for accuracy and completeness. The original cover sheet, including all signatures and the ENGINEER'S seal, will be used for the Record Drawings.

The Record Drawings will be updated in CAD format using .dwg files provided by the Owner. Final deliverables will include both CAD (.dwg) and PDF versions of the Record Drawings. The ENGINEER'S Field Inspector will review and coordinate work associated with the Record Drawings. The ENGINEER will also prepare a USB Thumb Drive with two copies of the Record Drawings in PDF format for Owner use.

NOTE: *Improvement plans in .dwg format will be provided by OWNER for use in the preparation of Record Drawings.*

Task 350 – Manufacturer Operation and Maintenance Manuals

Within 60 days of construction NTP, the ENGINEER will provide a preliminary list of Operation and Maintenance (O&M) Manuals required by the Construction Documents to be approved by AJWD. The ENGINEER shall verify that all required manufacturer or supplier furnished O&M manuals that have been prepared and submitted are in accordance with the Construction Documents. It is expected that the Contractor will furnish manufacturer's manuals prior to installation of the respective equipment. A list of manufacturer operation and maintenance manuals will be maintained by the ENGINEER as the information is submitted by the Contractor.

The review of manufacturer operations and maintenance manuals will occur under Task 230. The development of facility operation and maintenance manual will occur under Task 540 Update

Computerized Maintenance Management System (CMMS).

Task 370 – Special Inspections (Structural / Electrical)

The ENGINEER shall provide special inspections as required for structural and electrical work performed on the project. Inspections and structural observations will be in accordance with City of Apache Junction Building and Construction Code and International Building Code (IBC). Electrical observation will be in accordance with the Apache Junction Building and Construction Code and special inspections requirements and National Electrical Code (NEC).

SECTION 400 - RESIDENT SERVICES DURING CONSTRUCTION

A - General

A Resident Project Representative will be furnished and will act as directed by ENGINEER, in order to assist ENGINEER in inspecting performance of the work of the Contractor(s). Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the Resident Project Representative and Inspector(s), ENGINEER will endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

Resident Project Representative, as ENGINEER's agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with ENGINEER and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with OWNER will be only through or as directed by ENGINEER, and when appropriate, may be through the Resident Project Representative.

B – Duties and Responsibilities

Task 410 - Field Administration

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

Meetings: Conduct preconstruction conferences, periodic construction progress meetings, and MOPO coordination meetings. Prepare and distribute minutes of such meetings.

Liaison: Serve as ENGINEER's liaison with Contractor, working principally through Contractor and assist the Contractor in understanding the meaning of the Construction Documents. Assist ENGINEER in serving as OWNER's liaison with Contractor, when Contractor's operations affect OWNER's on-site operation. As directed by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Shop drawings and samples which are furnished by Contractor will be

received and reviewed as defined in Task 230. Advise ENGINEER and Contractor prior to the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the Construction Documents to/from the Contractor and ENGINEER as described in Task 240. Resident Project Representative will notify OWNER of the ENGINEER's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to ENGINEER. Notify the OWNER of changes or alterations believed to be in the OWNER's best interest. Provide the OWNER with support information of proposed changes. Prepare drawings, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain files for correspondence, reports of job conferences, shop drawings and sample submissions, Construction Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, ENGINEER's clarifications and interpretations of the Construction Documents, progress reports, and other Project related documents.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ENGINEER.

Record names, addresses and telephone numbers of the Contractor's staff, subcontractors and major suppliers of materials and equipment.

Maintain notes to be capable of cross referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be indexed by date and clearly identify specific construction area of the Project.

Reports: Each month, furnish ENGINEER and OWNER the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include as a minimum;

- 1) Total Project cost to date;
- 2) Total Project cost during the period;
- 3) Planned versus actual progress;
- 4) Actual and/or potential defaults or violations of the Construction Documents;
- 5) Remedies to the above;
- 6) Change order/work change directive activity summary (Task 320); and
- 7) Site visit by regulatory agencies;
- 8) Other Project issues.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

Promptly notify the ENGINEER of any accident relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 250 with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Operation and Maintenance Manuals: During the course of the work, review and determine that certificates, operation and maintenance manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for review and forwarding to OWNER prior to final acceptance of the work.

Start-up Assistance: Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare and coordinate a start-up plan and procedures for OWNER personnel use, supervise during start-up procedures, and assist OWNER and AJWD during initial operation.

Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates issued by the Apache Junction Division of Building Safety and Inspections.

MOPO Coordination: Coordinate with ENGINEER and CONTRACTOR to develop Manintnance of Plant Operations (MOPO) plans including the following:

1. Identification of construction interfaces with the existing facilities that affect existing operations.
2. Develop draft MOPO plans with input from District operation and maintenance staff.
3. Consider possible effects on design from the draft MOPO plans.

4. Incorporate MOPO requirements into the drawings and specifications if required.
5. Conduct a site walk-through of each MOPO plan with AJWD operation and maintenance staff. Confirm the MOPO durations, constraints, and shared responsibilities required to implement each MOPO plan.
6. Prepare final MOPO plans, in specification format, and prepare required drawings to communicate the MOPO plan.

Task 415 - Shop Drawings and Samples

Submittals, which are furnished by the CONTRACTOR, shall be received and reviewed as defined in Task 230. The Field Inspector will advise CONTRACTOR prior to the commencement of work requiring a shop drawing or sample submission if the submission has not been approved by ENGINEER. The Field Inspector shall also review the materials and equipment delivered to the site for general conformance with the approved shop drawing and notify the ENGINEER and CONTRACTOR of any deviations discovered.

Task 420 - On-Site Inspection and Review of Work

The Resident Project Representative shall maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- 1) Conduct on-site inspections of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Construction Documents and that completed work conforms to the Construction Documents.
- 2) Report to ENGINEER whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Construction Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise ENGINEER when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
- 3) Verify that tests, equipment and systems start-up are conducted and witnessed in accordance with the Construction Documents. Verify all associated reports, tests and documents including the operation and maintenance manuals, are maintained and provided as required by the Construction Documents. Resident Project Representative shall witness all test and equipment startups and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- 4) Accompany visitors to the job site representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

On-site inspection efforts for the Phase 3 Improvements are based on:

- One (1) inspector for five (5) days per week, forty (40) hours per week work schedule for twenty eight (28) months.
- One (1) inspector for three (3) days per week, twenty four (24) hours per week work schedule

for sixteen (16) months.

- One (1) structural inspector for one (1) day per week, eight (8) hours per week work schedule for twenty seven (27) months.
- One (1) electrical inspector for one and one half (1.5) days per week, twelve (12) hours per week work schedule for twenty three (23) months.

Task 435 - Records

1. The ENGINEER shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the construction documents, progress reports, and other Project related documents.
2. The Field Inspector shall prepare daily reports (based on the times he is on site) recording the CONTRACTOR's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, observations in general and specific observations in detail as in the case of observing test procedures. Send copies to ENGINEER.
3. The Field Inspector shall maintain notes to be capable of cross-referencing the CONTRACTOR's record drawing information for accuracy and completeness.
4. The ENGINEER will maintain a file of construction photographs to be submitted by the CONTRACTOR in accordance with the construction contract documents.
5. At the conclusion of the project, the ENGINEER shall compile, organize, and archive all project records maintained throughout construction. This includes correspondence, daily reports, field notes, shop drawings, test results, photographs, marked-up drawings, and any other relevant documentation. The ENGINEER shall verify completeness, resolve any outstanding record discrepancies, and prepare the files in an organized format suitable for long-term storage and retrieval. All final records will be packaged and transferred to the Owner in electronic formats, in accordance with project closeout requirements.

Task 440 - Reports

1. The Field Inspector shall maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be indexed by date and clearly identify specific construction area of the Project.
2. The Field Inspector shall furnish the OWNER a weekly progress report summarizing the work completed for the week and providing progress photos.
3. Each month, the Field Inspector shall furnish OWNER the project progress meeting minutes (as the construction contract status report) describing the progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
4. The Field Inspector shall consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

5. The Field Inspector shall report to ENGINEER at the time of an occurrence of any accident.
6. The Field Inspector will process daily inspection reports.

C - Limitations of Authority

Except upon written instructions, Resident Project Representative:

- 1) Will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- 2) Will not undertake any of the responsibilities of Contractor or subcontractors or expedite the work;
- 3) Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents;
- 4) Will not advise on or issue directions as to safety precautions and programs in connection with the work; and
- 5) Will not authorize OWNER to occupy the Project in whole or in part.

SECTION 500 - SPECIAL SERVICES

Task 510 - Warranty

Services after completion of the construction phase, including inspections upon request during the 12-month warranty period, reporting discrepancies under guarantees in the construction contract documents, and providing assistance for resolution of defects to be corrected under warranty.

ENGINEER will record and track all warranty repair requests and repairs during the 12-month warranty period. ENGINEER will record the activities associated with any repairs on the Warranty Repair Request form submitted by OWNER.

Task 515 – Phase 3 Start-up Assistance

Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare and coordinate a start-up plan and procedures for AJWD personnel use, supervise during start-up procedures, and assist AJWD during initial operation.

The ENGINEER will support SCADA commissioning activities by assisting the OWNER's selected SCADA integrator during system integration and functional testing. This includes reviewing SCADA screen layouts and control logic screenshots for consistency with design intent, verifying tag naming conventions, and providing initial operating setpoints, alarm thresholds, and control sequences. The ENGINEER will participate in coordination meetings and respond to requests for clarification or

additional information to facilitate successful SCADA implementation and integration with the completed facility.

Task 520 – Contractor's and Manufacturer's Equipment Training Coordination

The ENGINEER will review and coordinate Contractor's training plan and instruction materials for compliance with Construction Documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with OWNER and facility operations.

ENGINEER will coordinate and monitor the Contractor's and manufacturer's training of OWNER.

- 1) Discuss the preliminary course and lesson plan development with the Contractor and the manufacturer/supplier. Meet with Owner's operational staff and the Contractor for these discussions.
- 2) Review and approve lesson plans and course materials.
- 3) Liaison between OWNER, and Contractor.
- 4) Monitor training sessions;
 - a. monitor attendance;
 - b. evaluate course; and
 - c. assist classroom discussions.
- 5) Follow up with OWNER for each training class conducted.

Task 540 – Update Asset Management and Maintenance System

The ENGINEER shall assist the OWNER in documenting new and rehabilitated assets associated with this project for inclusion in the OWNER's asset management system. This task includes compiling asset information and preventive maintenance data necessary to support commissioning, future maintenance, and long-term operation of the facilities.

For vertical assets (e.g., equipment at treatment facilities, lift stations, or other remote sites), the ENGINEER shall coordinate with the CONTRACTOR to collect asset specifications such as manufacturer, model, size, serial number, installation year, estimated service life, warranty period, and other relevant data. The ENGINEER shall also prepare preventive maintenance documentation based on manufacturer recommendations, including task descriptions, frequency, staffing requirements, estimated time, and procedures.

For linear assets (e.g., pipelines, valves), the ENGINEER shall document attributes such as size, material, installation depth, GPS location data, corrosion protection, and other applicable specifications.

All asset and maintenance data shall be submitted to the OWNER in an electronic format suitable for integration into the OWNER's asset management system. The ENGINEER will coordinate with the OWNER to confirm the required format and level of detail.

ALLOWANCES

Allowance 1 - Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mail and Courier
- Reproduction
- Scanning/Digitizing
- Special Meeting/Presentation

These items are considered project expenses that can be reimbursed by the OWNER with a paid invoice or proof of purchase. Reimbursements are to contain no markups.

Allowance 2 – HVAC Sub Allowance

The ENGINEER shall provide the services of a qualified mechanical engineering firm to provide mechanical services related to the building expansions, if needed. The mechanical engineering firm will review shop drawings related to the HVAC system. In addition, the mechanical engineering firm will respond to request for clarifications, and provide record drawings.

Allowance 3 – Update WTP Operations Manual – Allowance

NOTE: This task assumes that the facility has an existing Operations Manual and that ADEQ will require that it be updated by the ENGINEER. This task does not include preparing a new manual.

As required by ADEQ, the ENGINEER will develop additional content to be added to the current facility Operations Manual. In addition, the ENGINEER will update the current Operations Manual content to reflect modifications to existing facilities. The content development process is designed to meet AJWD goals and objectives for content that meets user needs and is presented in an understandable, easy-to-read style. Additions and modifications to the facility Operations Manual will cover new, modified and upgraded treatment processes and major auxiliary systems included in the Project. New areas of the facility will be created as new sections of the Manual and will be completed in conjunction with the specific completion milestones of construction.

The chapters relating to specific process areas will be developed or updated with the assistance of AJWD staff include:

- 1) Raw Water Delivery
- 2) Gravity Filter Treatment
- 3) Chemical Storage and Injection
- 4) Backwash and Backwash Recovery
- 5) Granular Activated Carbon Treatment
- 6) Finished Water Storage and Pumping

Prior to submitting the final version of the Operations Manual and transferring to AJWD, the ENGINEER will conduct a detailed final validation and field verification process. Through this important quality control activity, the ENGINEER will verify that:

- 1) Content has been field-verified and checked at the installation.
- 2) Photographs are current and are reflective of well-maintained and clean conditions.
- 3) Relevant documentation, such as scanned documents, figures and drawings are appropriately categorized for insertion into the database.

- 4) Standard Operating Procedures are accurate and reflect actual “as-operated” conditions.

Allowance 4 – Engineering Design Allowance

As authorized by the OWNER, the ENGINEER shall provide limited engineering design services necessary to support and complete the construction of the project. These services are not intended to modify the overall design intent prepared by the original design engineer but are anticipated to address constructability issues, unforeseen field conditions, or necessary refinements identified during construction. Examples of such services include the relocation of the backwash equalization junction box and the redesign of the raw water self-cleaning strainers, as discussed during the initial scope meetings. Additional services may include preparation of supplemental design details, minor layout adjustments, or equipment integration support, as needed and approved by the OWNER.

Allowance 5 – NACE Coating Inspection Allowance (Industrial Inspection Group)

The ENGINEER shall provide the services of a Certified NACE Inspection Firm (RFI Consultants) to inspect the coatings specified for the Phase 3 GAC contactors and solids handling reservoirs. A full PDF report will follow all inspections to document the compliance of the activity performed as it relates to the coating specifications. Coating inspection scope will generally include:

- All surface preparation for coating activities prior to application
- Ambient and Surface Measurements
- Dry film thickness compliance for coatings
- Holiday detection for immersion areas
- Final coating approval (defects such as runs, sags, imbedded material...etc)
- All specification requirements as it relates to the coating section and submittal
- Assist in all submittal, specification, and email correspondence as requested

For purposes of this subagreement, an allowance has been included. A formal proposal will be presented to the Owner for review and approval prior to authorizing the task.

Allowance 6 – Additional Arc Flash Modeling

An allowance is included for additional arc flash modeling services that may be requested by the Owner beyond the baseline requirements outlined in the project specifications and assigned to the Contractor. This effort may include supplemental system modeling, refinement of device settings, or additional coordination meetings as required to support Owner-specific operational or safety goals. These services will be completed under the direction of the Owner and documented as part of the final deliverables.

Note: The coordination and review activities described in Specification Section 16305 including study meetings, coordination, and final review—are included under the base scope of Engineering Services and Resident Engineering Services and are not part of this allowance.

END OF DOCUMENT

EXHIBIT D
STANDARD TERMS OF AGREEMENT

1. Wilson Engineers, LLC, herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary"; "Not for Construction"; "Agency Review Set"; or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Should Client not pay consultant in full for all services rendered in accordance with the contract, Client releases Consultant of all liability.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
7. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
8. The Client shall pay the costs of plan review and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, topographic survey or aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
9. An allowance for miscellaneous expenses has been included in the agreement for printing of plans, specifications, and reports, as well as, delivery charges, and postage. Misc. expenses shall be billed at cost plus ten (10) percent. In the event that actual misc. expenses exceed allowance, Consultant shall bill for actual expenses plus ten percent. In addition, Consultant will to notify Client when allowance has been exceeded.
10. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
11. This proposal is valid for sixty (60) days from the date of preparation.
12. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.

13. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to require a similar provision in all contracts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.

EXHIBIT B
FEE SCHEDULE



EXHIBIT B.1
ENGINEERING & INSPECTION SERVICES FEE PROPOSAL
SUPERSTITION AREA TREATMENT PLANT - PHASE 3 IMPROVEMENTS

CONSTRUCTION PHASE SERVICES
13-Jun-25

I. LABOR SUMMARY

TASK No.	TASK DESCRIPTION	Wilson Engineers Staff Hours								
		Sr. Project Manager	Construction Manager	Sr. Project Engineer	Electrical Designer	Sr. Field Inspector	E&IC Inspector	Project Admin	HOURS	TOTAL COST
		\$ 250	\$ 225	\$ 205	\$ 175	\$ 145	\$ 160	\$ 95		
SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION										
210	Represent Owner	120	120	0	0	0	0	0	240	\$ 57,000
220	Administer the Construction Schedule	62	92	0	0	0	0	0	154	\$ 36,200
230.a	Review Shop Drawings, Substitutions Requests, & Test Results	220	0	438	364	0	0	0	1022	\$ 208,490
230.b	Coordinate Shop Drawing, Substitution Requests, and O&M Approval with AJWD	64	0	96	0	0	0	24	184	\$ 37,960
240	Issue Interpretations & Clarifications	124	0	374	250	0	0	0	748	\$ 151,420
250	Certify Progress Payments	0	56	0	0	92	0	0	148	\$ 25,940
260	Substantial Completion and Final Acceptance Inspection	20	64	48	0	0	0	32	164	\$ 32,280
SUBTOTAL - PROJECT ADMINISTRATION		610	332	956	614	92	0	56	2,660	\$ 549,290
SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION										
320	Minor Changes, Change Order Requests, Change Orders	64	132	180	132	160	0	0	668	\$ 128,900
330	Review Material Testing Results	32	0	64	0	40	0	0	136	\$ 26,920
340	Record Drawings and Project Documents	24	0	120	84	60	32	0	320	\$ 59,120
350.a	Manufacturer Operations & Maintenance Manuals	20	0	104	80	0	0	24	228	\$ 42,600
370	Special Inspections (Structural/Electrical)	0	64	0	0	144	132	0	340	\$ 56,400
SUBTOTAL - ENGINEERING SERVICES DURING CONSTRUCTION		140	196	468	296	404	164	24	1692	\$ 313,940
SECTION 400 - FIELD INSPECTION SERVICES DURING CONSTRUCTION										
410	Bi-weekly Conferences	0	120	60	45	0	0	30	255	\$ 50,025
415	Shop Drawings and Samples	0	0	0	0	136	34	0	170	\$ 25,160
420	Inspection of Work, Rejection of Defective Work, and Review of Tests	0	548	200	0	5964	697	0	7,409	\$ 1,140,600
435	Records	0	30	48	0	246	92	0	416	\$ 66,980
440	Reports	0	30	124	0	246	40	0	440	\$ 74,240
SUB TOTAL - RESIDENT ENGINEERING		0	728	432	45	6,592	863	30	8,690	\$ 1,357,005
SECTION 500 - SPECIAL SERVICES										
510	Warranty	0	8	0	0	24	16	0	48	\$ 7,840
515	Startup and Commissioning Assistance	32	52	52	96	260	104	0	596	\$ 101,500
520	Contractor's and Manufacturer's Equipment Training Coordination	0	8	0	0	24	24	0	56	\$ 9,120
540	Update Asset Management and Maintenance	0	24	0	0	52	24	0	100	\$ 16,780
SUBTOTAL - SPECIAL SERVICES		32	92	52	96	360	168	0	800	\$ 135,240
TOTAL - LABOR SUMMARY										
TOTAL - LABOR SUMMARY		782	1,348	1,908	1,051	7,448	1,195	110	13,842	\$ 2,355,475



		Sr. Project Manager	Construction Manager	Sr. Project Engineer	Electrical Designer	Sr. Field Inspector	E&IC Inspector	Project Admin	Total Hours	Total Cost
		\$ 250	\$ 225	\$ 205	\$ 175	\$ 145	\$ 160	\$ 95		
Task Series 4.0 - Allowances										
4.1	Reimbursable Expenses (Inspector / Engineer Milage, Printing, etc)									\$ 60,000
4.2	HVAC Sub Allowance									\$ 5,000
4.3	Update Existing Facility Operations & Maintenance Manual - Allowance									\$ 50,000
4.4	Engineering Design - Allowance									\$ 150,000
4.5	NACE Coating Inspections									\$ 90,000
4.6	Additional Arc Flash Modeling									\$ 25,000
TOTAL - ALLOWANCE SUMMARY										\$ 380,000
TOTAL FEE - DESIGN PHASE SERVICES - NOT TO EXCEED										
										\$ 2,735,475