PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND ELEVATED DESIGN STUDIO, LLC FOR PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR PUBLIC WORKS EXPANSION , PROJECT NO. 25119

THIS AGREEMENT is made as of the ____ day of _____ 20_____ (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and ELEVATED DESIGN STUDIO, LLC dba EDS MANAGEMENT), ("Consultant"), sometimes collectively referred to as the "Parties" or individually as a "Party," for the project entitled Project Management/Construction Management Services for Public Works Expansion Phase 1, Project No. 25119.

RECITALS

A. City requires certain project management/construction management services in connection with the Public Works Expansion, Project No. 25119 (the "Project").

B. Consultant asserts its willingness, ability, and qualifications to provide the labor, materials, and services called for in this Agreement (the "Services").

C. City and Consultant desire to set forth their respective responsibilities and the manner and terms upon which Consultant shall complete the Services.

D. City has complied with the public bidding requirements under Arizona Revised Statutes ("A.R.S.") Title 34, and Apache Junction City Code, Vol. I, Chapter 3: Administration, Article 3-7: Procurement Procedures.

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, City shall compensate Consultant for the Services in an amount not to exceed One Million Three Hundred Eighty Three Thousand One Hundred Sixty Five Dollars and Zero Cents ($1,383,165.00) (the "Contract Amount").

3. CONSULTANT BILLING: Consultant shall invoice City on a time and expense basis in a total amount not to exceed the Contract Amount. City 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 City may include an inspection of the Services.

4. TERM: The term of this Agreement shall commence on May 1, 2026 and end on August 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 City to Consultant.

5. CITY'S STANDARD OF PERFORMANCE: City 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 City: City of Apache Junction
c/o Matt Busby
300 East Superstition Boulevard
Apache Junction, AZ 85119

If to Consultant: Elevated Design Studio, LLC (dba EDS Management)
3710 E Kent Drive
Phoenix, AZ 85044

8. INSURANCE:

8.1 General Provisions. Consultant, at its own expense, shall purchase and maintain during the Term the 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 City.

All insurance required by this Agreement shall be maintained in full force and effect until the Services are accepted by the City. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.
Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City 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 City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Consultant'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 City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, 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 City, its elected officials, agents, officers, and employees as Additional Insured Parties.

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 subcontractor to the same extent as it is applicable to Consultant. The purpose of this provision is to require any lower tier subcontractor, regardless of level, to provide insurance and indemnity required by this Agreement.

8.2 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 policies 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 of not less than $2,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

8.3 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, federal mandatory motor carrier safety ("MCS") 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

8.4 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 Services 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 City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

8.5 Certificates of Insurance. Prior to commencing the Services, Consultant shall furnish City 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. City 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, City'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 City Attorney's Office, shall comply with the terms of this Agreement. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this Agreement shall be delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of 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 City of Apache Junction, it is agreed that the City of Apache Junction and its elected officials, officers, agents and employees are added as additional insured parties 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 City thirty (30) calendar days' prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below the amounts required by this Agreement. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

9. <u>APPLICABLE LAW AND VENUE</u>: 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 City 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 contractors, 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, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. City 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, Contractor shall defend, indemnify and hold harmless City, its elected officials and appointed officers, 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 under this Agreement or any subcontract. Consultant's duty to defend, hold harmless and indemnify City, its elected officials and appointed officers, 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 an Consultant's acts, errors, mistakes, omissions, Services 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, Services 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, Services or services Consultant may be legally liable in the performance of the Services under this Agreement 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 expiration or 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 City 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 City personnel during regular business hours.

16. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the Services described in this Agreement only through Consultant.

17. INDEPENDENT CONTRACTOR: City 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 City employees are entitled by virtue of their employment with City. City 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 City 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. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if 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). City retains the legal right to inspect the papers of any Consultant, consultant, or subcontractor employee who works under this Agreement to ensure that 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 without effectuating an official amendment to this Agreement. Email notification of the modification would be sufficient notice.

20. <u>ENTIRE AGREEMENT</u>: This Agreement and any attachments represent the entire agreement between City 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: City 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 City 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: City 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 City.

23. ACCURACY OF WORK: Acceptance of services or work by City 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 Contractors who engage in boycotts of the State of Israel.

Should Contractor 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. 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 28, then Consultant shall notify the City within five (5) business days after becoming aware of such noncompliance. If Consultant does not provide the City with written certification that Consultant has remedied such noncompliance within ninety (90) calendar days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such ninety (90) day remedy period, this Agreement shall terminate automatically.

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

[Signatures on next page]

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

CONSULTANT:

Elevated Design Studio, LLC, an Arizona limited liability company

Susan C B

By: Susan Billings

Its: Principal

CITY:

CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation

By: Walter "Chip" Wilson

Its: Mayor

ATTEST:

Evie McKinney
City Clerk

APPROVED AS TO FORM:

R. Joel Stern
City Attorney

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing was subscribed and sworn to before me this 8th day of April, 2026, by Susan Billings as Principal of Elevated Design Studio, an Arizona limited liability company.

Notary Public

My Commission Expires:

Oct 25, 2028

GUINESS MILLER
Notary Public - Arizona
Maricopa County
Commission # 674985
My Comm. Expires Oct 25, 2028

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 Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

_____

EXHIBIT A

SCOPE OF WORK

The Consultant agrees that at all times it shall perform all duties as may be required pursuant to the terms of this Agreement, both express and as may be implied for the meaningful execution of such express terms with the reasonable skill, care and diligence required by customarily accepted professional practices and procedures, including:

1. **Project Management**
   - a. **Develop and maintain a Project Management Plan.**
   - b. **Define Project objectives and ensure they are met in accordance with the Project Requirements.**
   - c. **Develop and manage the Project Budget.**
   - d. **Assist City in solicitation, negotiation, and/or review of owner-direct contracts.**
   - e. **Attend and participate in weekly Project coordination meetings with the City, the Architect, and the CM@R ("Owner, Architect, Contractor" meetings).**
   - f. **Review design documents for compliance to the City's adopted building codes, as well as, local, state, and federal requirements applicable to the Project.**
   - g. **Review design documents for clarity, consistency, constructability, sequence of construction and duration.**
   - h. **Develop a plan for new utilities and/or a mitigation plan for relocation of utilities.**
   - i. **Prepare and submit utility clearance letters to the City, with copies of correspondence from each utility company verifying the information and concurrence prior to the start of construction.**
   - j. **Prepare reports, as directed by the City.**

2. **Project Schedule**
   - a. **Create and manage a Project Schedule consistent with the Architect's design schedule and the CM@R's construction schedule. Submit the Project Schedule to City for review and approval within thirty (30) calendar days after execution of this Agreement. In the absence of a Construction Manager at Risk ("CM@R"), use anticipated construction durations.**
   - b. **The Project Schedule shall include agency/utility reviews, permitting milestones, critical path, utility relocation information**

and Furniture, Fixtures, and Equipment timeline.

c. Ensure the Project remains on schedule and work with the Architect and Engineer ("A/E") and/or CM@R on a recovery schedule when necessary.

d. Provide a look ahead schedule of appropriate duration (i.e. 6-week or 3-month) updated monthly, at minimum.

e. Prepare reports on the Project Schedule, as requested by City.

3. Project Budget

a. Create an overall Project Budget. Update project budget with estimates from A/E team, internal estimator or CM@R, at 30%, 60% and 90% design reviews. Identify risks to project budget, as occurs for deliberation by City leadership and CIP team.

b. Track costs and forecast expenses.

c. Provide cost estimating at milestones: schematic design, design development, and peer review of the CM@R's GMP. Reconciliation with CM@R estimates at each phase is included.

d. Advise the City on a draw schedule.

e. Review value engineering and propose to the City the best value recommendations related to efficiency, usable life expectancy, maintenance, energy, and operation, as well as cost savings suggestions on design and construction materials, alternatives, and constructability issues.

f. Review CM@R Schedule of Values.

g. Review and analyze all pay applications for completeness, including supporting documentation, such as detailed invoices and conditional lien waivers, and suggest edits or clarifications if needed. Provide timely analysis to City, including verification that the labor and materials have been provided.

h. Inform the City within five (5) calendar days after Consultant discovers the Architect or CM@R fee will exceed the Project Budget.

i. Prepare reports on the Project Budget, as requested by the City.

4. Pre-Construction

a. Oversee all aspects of horizontal and vertical design.

b. Provide technical support to the City to assist in decision-making and facilitate solutions that benefit the City.

c. Review design documents for clarity, consistency, constructability, cost, sequence of construction and duration, and any necessary breakdown of the contract into categories of the work.

d. Review all prospective change orders, request for information, or other Project modification requests and provide timely feedback to the City.
e. Prepare and provide the City with a list of all permits and approvals required for the Project and who the responsible party is for obtaining each permit or approval.
f. Prepare reports, as requested by the City.

5. Construction
   a. Oversee all aspects of horizontal and vertical construction.
   b. Routinely inspect the Project to verify conformance with Project plans, safety protocols, and quality control.
   c. Facilitate punch list process prior to substantial completion.
   d. Review record drawings, as-builts, and warranty documentation for clarity and accuracy.
   e. Prepare reports, as requested by the City.

6. Close-out
   a. Provide report on punch list to City.
   b. Develop Owner Training Schedule with CM@R and Users. Assist CM@R in administering Owner Training.
   c. Issue Certificate of Substantial Completion.
   d. Recommend in writing when the City shall accept final acceptance of the Project.
   e. Provide to the City a written recommendation regarding final payment to the CM@R, including review of final change order. The recommendations will consider the Guaranteed Maximum Price, as adjusted by any change orders, amounts already paid, and sums to be retained for incomplete work, liquidated damages, and any other cause under the contract documents.
   f. Prepare final project cost and close-out reports. All Project documents shall be delivered to the City upon completion of the Project. The following will be included with the final closeout report:
      i. Copy of Certificate of Occupancy.
      ii. Copy of final change order.
      iii. Final pay application with a notarized Affidavit for the Settlement of Claims declaring all debts, payrolls, bills, and any other financial claims have been paid.
      iv. Final lien waivers and consent of surety to final payment.

v. Copies of Warranties and Operations and Maintenance Manuals and other items as required by the contract documents.

vi. As-Built drawings, including landscape drawings showing the actual locations of landscape controllers and electric services.

vii. Any other documents the City requires.

e. Assist the City with the warranty inspection no earlier than eleven (11) months from the date of Final Completion of the Project and again no earlier than twenty-three (23) months from the date of Final Completion of the Project.

EXHIBIT B

FEE SCHEDULE

PROJECT NAME: Apache Junction Public Works Expansion

AJ Project Number 25119

CLIENT:
Mike Loggins, Director of Public Works
City of Apache Junction
300 East Superstition Blvd., Building D
Apache Junction, AZ 85119

Proposal Date: 04/7/2026

Construction Management Services - Staff Billing Rates and Staff Summary by Month

Personnel	2026 Hourly Rate	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Hours Total	Total $
		Design										Permit Review		Construction (12 months)												Closeout			
Principal / Sr. PM	$220	43.50	43.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	20.00	20.00	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	25.00	25.00	2,787	$613,140
Utilities & Technical Expert	$220	0.00	0.00	12.00	12.00	20.00	12.00	12.00	12.00	12.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112	$24,640
Assistant Project Manager	$120	43.50	87.00	130.50	130.50	130.50	130.50	130.50	130.50	130.50	130.50	20.00	20.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	174.00	35.00	35.00	3,373	$404,700
Monthly Hours		87.00	130.50	273.00	273.00	281.00	273.00	273.00	273.00	273.00	281.00	40.00	40.00	304.50	304.50	304.50	304.50	304.50	304.50	304.50	304.50	304.50	304.50	304.50	304.50	60.00	60.00	6,272	$1,042,480
		$14,790.00	$20,010.00	$47,010.00	$47,010.00	$48,770.00	$47,010.00	$47,010.00	$47,010.00	$47,010.00	$48,770.00	$6,800.00	$6,800.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$49,590.00	$9,700.00	$9,700.00		
																											SubTotal	**$1,042,480**
Subconsultants																													
Civil Observation - Allowance	$160													87	87	87	87	87	87				87	87	87			783	$125,280
Schematic Design Cost Estimate		$31,190.00																											$31,190
Design Development Cost Estimate					$55,850.00																								$55,850
GMP Peer review												$21,000.00																	$21,000
CA Change Order Review														$31,500.00															$31,500
																												Subconsultant Subtotal	**$264,820**
Reimbursable																													$10,000.00
Owner Contingency - 5%																													$65,865.00
																												Total Fee	**$1,383,165**

Notes:
1. This proposal assumes standard working hours Monday-Friday.
2. The professional services fee above is based on the construction schedule identified above. Additional time to the schedule will be completed through a change order to the contract.
3. Office expenses during construction (Trailer, copier, furniture, IT, monthly utilities and utility hook ups) are by CMAR.
4. The Civil observation provided by EDS does not replace the City's required Civil Inspections. The intent of the civil observation is to confirm that civil work is performed as documented in the contract documents.