



**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

**TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELL NO. 8
EQUIPPING DESIGN SERVICES**

PROJECT NO. WW2403.202

Council Date: August 13, 2026

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Wilson Engineers, LLC, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide design services for Tumbleweed Aquifer Storage and Recovery Well No. 8 - Equipping Design Services project ("Project") as more fully described in Exhibit "A" ("Services"), which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires 225 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed \$642,714 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

City:	To City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Sandra Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.Story@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Wilson Engineers, LLC
	Mailing Address:	1620 W. Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Physical Address:	1620 W. Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	7955 S. Priest Drive, Suite 102 Tempe, AZ 85284
	Statutory Agent Physical Address:	7955 S. Priest Drive, Suite 102 Tempe, AZ 85284
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Uday Gandhe, P.E.
	Title:	Principal
	Phone:	480-893-8860
	Email:	uday.gandhe@wilson-engineers.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant

agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other

Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section,

of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable

harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

"CONSULTANT"
WILSON ENGINEERS, LLC

Mayor

Uday Gandha July 10, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins July 10, 2026
Daniel Haskins, P.E.
CIP City Engineer

Uday Gandha
Print Name

Principal
Title

uday.gandhe@wilson-engineers.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *PHB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282
480-893-8860 | 480-893-8968 Fax
Wilson-Engineers.com

July 9, 2026

Daniel Haskins, P.E.
CIP City Engineer
City of Chandler, Public Works and Utilities Department
215 E Buffalo Street, Mail Stop 407
Chandler, AZ 85244-4008

Re. Tumbleweed ASR Well No. 8 Replacement (City Project No.: WW2403.202)
Design Services Scope of Services Proposal

Dear Mr. Haskins,

We are pleased to submit this proposal to provide Design Services for the Tumbleweed ASR Well No. 8 Replacement Project. The Scope of work includes detailed design services for the replacement and equipping of Tumbleweed ASR Well No. 8. The project will include evaluation of the existing site infrastructure including piping, electrical equipment, and controls systems, integration with the existing Tumbleweed ASR system infrastructure, preparation of detailed design documents for the relocated ASR well site, permitting coordination, and associated ancillary improvements necessary to place the replacement ASR well into service.

Enclosed please find the detailed Scope of Work (**Exhibit A**) and the attached **Exhibit B** proposes our fee breakdown for the project. We propose to provide these services for a fee of: **\$642,714.00** per the breakdown in Exhibit B. The estimated duration to provide the proposed services for the project is approximately 8 months from the Notice to Proceed as shown on the attached Preliminary Project Schedule (**Exhibit C**).

Please review and let us know if there are any questions. Thank you for the opportunity to be of service.

WILSON ENGINEERS, LLC

A handwritten signature in black ink, appearing to read "Sreeram Rengaraj", with a long horizontal line extending to the right.

Sreeram Rengaraj, P.E.
Sr. Vice President, One Water

Enclosures: Exhibit A – Scope of Services/Schedule
Exhibit B – Fee Breakdown
Exhibit C – Preliminary Project Schedule
Exhibit D – DRAFT Drawing Sheet List

DESIGN SERVICES SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES/SCHEDULE

TUMBLEWEED ASR WELL 8 REPLACEMENT PROJECT

PROJECT NO. WW2403.202

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant shall provide services for the design, permitting, development of construction documents, and bidding assistance and procurement support for the development of the Tumbleweed Aquifer Storage and Recovery (ASR) Well No. 8 Replacement, located at the Tumbleweed Recharge Facility, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The City intends to replace the existing Tumbleweed ASR Well No. 8 within 100 feet of its current location. The well was utilized to recharge water and to recover water for the reclaimed water distribution system. The well has recently been taken out of service due to excessive sand pumping, rendering it unusable.
- 1.3 The project design budget is \$642,714.00. All design services of the project will be completed within this budget.
- 1.4 Consultant shall prepare Basis of Design documentation, design drawings, technical specifications, permit support documents, cost estimates, and bid phase support services necessary for implementation of the Project. The project will also include effort for obtaining permitting and permit coordination with multiple agencies including ADEQ, Maricopa County, and the City of Chandler.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to Wilson Engineers based on qualifications and experience of the proposed project team. Any deviations or substitutions of key personnel or subconsultants shall be pre-approved in writing by City.
- 2.2 Wilson Engineers shall serve as the prime consultant and shall be responsible for overall project management, design coordination, permitting coordination, preparation of construction documents, bidding assistance, and quality control.

3. PROJECT SCHEDULE:

- 3.1 Consultant shall perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant shall adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant shall revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant shall take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 Consultant shall develop and maintain a project progress schedule during the Project. The schedule will be developed in MS Project format. Project timelines, along with Identification of task inter-relationships, will be included. Schedule will include both original baseline and actual progress. A draft baseline project schedule will be submitted to the CITY for review and approval. The project schedule will be updated monthly to be reviewed at project meetings.

4. QUALITY CONTROL:

- 4.1 Consultant shall institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 As a part of the project design Consultant shall develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer.

5. PRELIMINARY RESEARCH:

- 5.1 As for preliminary research and data collection necessary to support development of the Project before preparing the project design, Consultant shall:
 - a. Review available record drawings, previous studies, existing facility documentation, utility records, and other information relevant to the Project.
 - b. Review available information associated with the existing Tumbleweed ASR Well No. 8 facilities, including electrical systems, piping systems, valves,

appurtenances, instrumentation, controls, and associated site improvements to determine suitability for reuse as part of the replacement well project.

- c. Conduct site visits and field observations, as necessary, to verify existing conditions, identify potential design constraints, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- d. Perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
- e. Research all utility companies/agencies and acquire all available as-built and utility records.
- f. Perform a document search for survey ties and benchmarks.
- g. Consultant shall coordinate a topographic survey of the Project area to document existing site conditions, surface features, utility appurtenances, drainage features, existing structures, and survey control necessary for design. Consultant shall provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
- h. Consultant shall coordinate a geotechnical investigation consisting of up to three test borings, including an evaluation of subsurface conditions associated with the proposed well site, yard piping improvements, and potential perimeter wall modifications.
- i. Consultant shall review the existing facility drainage report and available drainage documentation to determine impacts associated with the proposed improvements and identify any drainage modifications required for the Project.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Consultant shall coordinate with utility owners, regulatory agencies, and City departments having jurisdiction over the Project to facilitate design development, permitting, and construction document preparation.
- 6.2 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.3 Consultant shall identify existing utility conflicts during the preliminary stages of design and evaluate impacts to proposed improvements.
- 6.4 Consultant shall coordinate field verification and utility locating activities, as necessary, to support design development. Particular attention shall be given to identification of the existing storm drain facilities that cross or are adjacent to the proposed well and yard piping improvements.

- 6.5 Consultant shall coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 6.6 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 6.7 Engineers employed by Consultant shall provide the legal descriptions for the electrical service easements, if required.
- 6.8 Consultant shall incorporate the utility/agency private developer construction requirements into the bid documents.
- 6.9 The Consultant shall perform permitting coordination activities throughout the Design Phase. Specific permits, plans and reviews anticipated under this Project include:
 - a. City of Chandler Development Services Coordination: The ENGINEER shall develop applicable permit applications and submit preliminary supporting documents as part of the City's Development Services Review process (at the 30% Design Submittal phase). Submit applicable Interim Submittal Review and Agency Review documents and associated reports, plans and supporting information to the City's Development Services and Fire Departments for Building, Site, Civil and Fire plan review approvals accordingly. Provide additional information as requested from the City plan review staff, as appropriate.
 - b. MCESD Coordination: Develop the Agency Review document set and associated permit application in accordance with the Permitting Assistance Plan and submit to MCESD for non-expedited review to obtain the Approval to Construct (ATC). It is assumed that one (1) review meeting will be conducted with MCESD to discuss any comments received from the County accordingly.
 - c. ADEQ APP Coordination: Submit the ASR Well Installation Report associated with well equipping activities to ADEQ in order to update coordinates of ASR Well replacement location.
- 6.10 Consultant shall respond to review comments from applicable agencies and incorporate required revisions into the construction documents.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant shall coordinate a geotechnical investigation to obtain subsurface information necessary to support the design of the Project improvements.
- 7.2 The geotechnical investigation shall include drilling, sampling, laboratory testing, and engineering evaluation of subsurface conditions at locations associated with the proposed replacement ASR Well No. 8, yard piping improvements, and the existing perimeter masonry wall, if relocation or modification is required.
- 7.3 The investigation is anticipated to include up to three (3) exploratory borings. Boring locations shall be selected based upon the proposed facility layout and anticipated improvement locations, including one boring in the vicinity of the existing perimeter masonry wall if relocation is anticipated.
- 7.4 The geotechnical evaluation shall provide recommendations for equipment foundations, concrete slabs, buried piping improvements, trench backfill requirements, earthwork, structural fill requirements, and other project related improvements. If relocation of the existing perimeter masonry wall is determined to be necessary, the geotechnical evaluation shall include recommendations regarding subgrade preparation, structural fill, and foundation support for the relocated wall.

8. PROJECT COORDINATION & PROGRAMMING:

- 8.1 Consultant shall meet with City staff to establish a mutual understanding of the Project objectives, operational requirements, design criteria, permitting requirements, budget, project schedule, confirm lines of communication, and coordinate the schedule of monthly project meetings and quarterly executive meetings anticipated throughout the Project.
- 8.2 Consultant shall coordinate with City operations and maintenance staff to establish operational preferences, maintenance requirements, equipment accessibility requirements, and control philosophy objectives for the replacement ASR well facilities.
- 8.3 Consultant shall identify opportunities for reuse of existing infrastructure and establish the criteria that will be used during design to evaluate existing electrical equipment, piping systems, instrumentation, controls, and other site facilities.
 - a. Electrical Systems: Consultant shall review the findings of the City's 3rd Party Inspection condition assessment, when available, and incorporate relevant information into the Consultant's independent assessment of the

existing ASR Well 8 electrical infrastructure and electrical building to determine suitability for reuse. The Consultant shall review existing electrical equipment associated with the current ASR well, including, but not limited to conduit, and wiring, power supply, motor control equipment, and associated infrastructure. The evaluation will consider general condition, remaining useful life, capacity relative to proposed demands, and compatibility with the proposed well design and current City standards.

- b. Piping and Appurtenances: The Consultant shall identify existing piping systems that may be utilized for the relocated well, including conveyance lines, valves, and connections to the reclaimed water system. The Consultant shall evaluate pipe sizes, material condition, and hydraulic capacity to determine suitability for reuse and identify any required modifications.
- c. Site and Facility Interfaces: Review existing site layout constraints and tie in points for integration of the relocated well with existing facilities. This includes identifying potential connection points and any limitations that may impact design or construction.

8.4 Consultant shall perform up to a total of 10 Project Meetings with City staff throughout the Project to keep the CITY informed of the project progress and obtain input and direction as required. These will include preparing exhibits, facilitating discussions and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s). City will advertise and promote the meetings.

8.5 Consultant shall facilitate up to 3 Project Workshops to timely input and feedback on the progression of the Project from the City staff and other project stakeholders.

8.6 Consultant shall conduct up to 4 quarterly executive level coordination meetings with the City staff throughout the project to review overall project status, schedule, budget, major design decisions, project risks, and critical action items. Meetings will be intended to facilitate executive level communication, decision making, and overall project alignment.

9. BASIS OF DESIGN REPORT (30% Submittal):

9.1 When the design is approximately thirty percent complete, Consultant shall provide a Basis of Design Report including the following:

- a. Documentation of Consultant's recommendation of existing infrastructure suitable for reuse, including electrical equipment, conduit, wiring, motor

control equipment, piping systems, valves, instrumentation, controls, and associated site facilities.

- b. Preliminary process flow diagram and schematics for the treatment processes.
- c. Proposed well equipment layout and site arrangement.
- d. Evaluation of the existing perimeter masonry wall to determine required extension to accommodate the replacement well and associated improvements.
- e. Preliminary civil design including site grading, drainage evaluation, utility connections, and yard piping layout.
- f. Preliminary mechanical design including well equipping, piping configuration, valves, appurtenances, and ancillary equipment.
- g. Preliminary electrical design including estimated power requirements, equipment reuse recommendations, single line concepts, and motor control concepts.
- h. Preliminary instrumentation and control concepts, including preliminary Process and Instrumentation Diagrams (P&IDs) and preliminary process control description.
- i. A budgetary level Opinion of Probable Construction Cost.

9.2 The Draft Basis of Design Report shall serve as the City's 30% design review submittal. The overall purpose of the Basis of Design Report is to identify, evaluate, and document the key design decisions necessary to advance the Project into detailed design. The Draft Basis of Design Report will be submitted to the City for review and comment.

9.3 Upon receipt of City comments, Consultant shall prepare a Final Basis of Design Report incorporating accepted revisions. The Final Basis of Design Report shall document the final design criteria, design approach, major engineering decisions, and recommendations that will serve as the basis for detailed design and applicable permitting submittals.

9.4 The Basis of Design Report shall also incorporate the drainage evaluation and recommended grading approach and the process control description.

10. 60% DESIGN SUBMITTAL:

10.1 Based upon the approved Basis of Design Report and any adjustments authorized by the City, Consultant shall prepare Design Development Documents that define the technical requirements of the Project and advance the design toward completion.

10.2 At approximately sixty percent (60%) completion, Consultant shall:

- a. Advance the civil, mechanical, electrical, and instrumentation design in accordance with the approved Basis of Design Report.
- b. Refine the site layout, grading, drainage, yard piping, utility connections, and demolition requirements.
- c. Complete equipment selection and incorporate recommendations regarding reuse or replacement of existing infrastructure.
- d. Prepare structural design for equipment foundations, concrete slabs, perimeter masonry wall modifications, and associated site improvements.
- e. Advance the mechanical design, including well equipping, piping systems, valves, appurtenances, and ancillary equipment.
- f. Advance the electrical design, including power distribution, motor control equipment, conduit layouts, electrical equipment modifications, and lighting.
- g. Advance the instrumentation and control design, including Process and Instrumentation Diagrams (P&IDs), process control description, and control descriptions.
- h. Prepare draft technical specifications for major equipment and construction activities.
- i. Update the Opinion of Probable Construction Cost.

11. AGENCY REVIEW (100% Document Review):

- 11.1 Based upon the approved 60% Design Development Documents and City review comments, Consultant shall prepare a complete set of construction documents suitable for Agency Review.
- 11.2 At approximately one hundred percent (100%) completion, Consultant shall:
 - a. Complete the civil, structural, mechanical, electrical, and instrumentation design.
 - b. Complete all construction drawings, details, schedules, notes, and technical specifications required for bidding and construction.
 - c. Complete design calculations and quality control reviews for all engineering disciplines.
 - d. Incorporate accepted comments received during the 60% design review.
 - e. Complete coordination between all engineering disciplines to ensure a fully integrated design.
 - f. Complete the process control descriptions and instrumentation documentation.
 - g. Finalize the Opinion of Probable Construction Cost.
 - h. Prepare permit application packages and supporting documentation required for Agency Review.
 - i. Submit the construction documents to the applicable regulatory agencies and City departments for review, including the City of Chandler Development

Services Department, Maricopa County Environmental Services Department (MCESD), and Arizona Department of Environmental Quality (ADEQ), as applicable.

- j. Respond to Agency Review comments and prepare a written comment response matrix documenting the disposition of all City and agency review comments.

12. ISSUED FOR CONSTRUCTION DOCUMENTS:

12.1 Upon receipt of Agency Review comments and completion of all required revisions, Consultant shall prepare the final Issued for Construction (IFC) Contract Documents. Consultant shall:

- a. Incorporate all accepted comments received from the City and regulatory agencies.
- b. Complete final coordination between all engineering disciplines.
- c. Finalize the construction drawings, technical specifications, and supporting documentation.
- d. Update the final Opinion of Probable Construction Cost, if required.
- e. Prepare the final Issued for Construction drawing set and specifications suitable for bidding and construction.
- f. Provide electronic copies of the final construction documents, including AutoCAD drawing files and PDF files, in accordance with City of Chandler requirements.
- g. Provide 6 half-size hard copies and 2 full-size hard copies of the drawings.
- h. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

13. MAINTENANCE OF OPERATIONS (MOPO):

13.1 Because the replacement ASR Well No. 8 will be integrated into an active reclaimed water recharge facility that must remain operational throughout construction the purpose of this effort is to identify operational constraints that influence the design and must be incorporated into the Contract Documents. Consultant shall provide Maintenance of Operations (MOPO) planning to support implementation of the Project while minimizing impacts to existing facility operations.

13.2 Consultant shall identify operational interfaces between the proposed improvements and existing facilities that may require temporary shutdowns, system isolation, sequencing, or operational modifications during construction.

13.3 Consultant shall prepare a preliminary MOPO memorandum identifying

anticipated operational constraints and recommended sequencing for activities including, but not limited to:

- a. Demolition and abandonment of existing facilities.
- b. Installation and connection of the replacement ASR well.
- c. Tie ins to existing reclaimed water piping.
- d. Tie ins to existing electrical power, controls, and instrumentation systems.

13.4 Consultant shall coordinate the preliminary MOPO recommendations with City operations and maintenance staff during design development to confirm operational requirements and incorporate accepted sequencing requirements into the construction documents.

13.5 Consultant shall incorporate operational constraints, sequencing requirements, and temporary operational requirements into the Contract Documents, as appropriate, to minimize impacts to existing facility operations during construction.

14. BID ASSISTANCE:

14.1 During the bidding phase, Consultant shall provide Bid Assistance services including:

- a. Assist the City with preparation of bidding documents and technical information.
- b. Attend and participate in one (1) pre bid conference.
- c. Respond to Requests for Information (RFIs) from prospective bidders regarding the Contract Documents.
- d. Prepare addenda, as required, to clarify or revise the Contract Documents during the bidding period.
- e. Assist the City in the evaluation of proposed substitutions or approved equals submitted during bidding.
- f. Assist the City with the review of contractor bids for general conformance with the bidding requirements.
- g. Prepare a bid tabulation summary and provide a recommendation to the City regarding award of the construction contract.

15. SUBCONSULTANTS:

15.1 Consultant shall retain qualified subconsultants to perform specialized services required for completion of the Project. Subconsultants may include, but are not limited to, the following disciplines:

- a. Topographic Survey: A subconsultant shall perform a topographic survey of the Project site to document existing conditions, utilities, structures, drainage features, and other site improvements necessary to support design.
- b. Geotechnical Engineering: A geotechnical subconsultant shall perform subsurface investigations, laboratory testing, engineering analyses, and prepare a Geotechnical Investigation Report providing recommendations for earthwork, structural fill, foundation design, trench backfill, and other geotechnical considerations applicable to the Project.
- c. HVAC Services (If Required): The Consultant shall provide HVAC services including Plan drawings and specifications as required for the on-site building for the ASR Well.

16. ALLOWANCES:

16.1 The following Allowances have been included in the Scope of Services to address work that cannot be fully defined at the time of execution of this Agreement. Work performed under these Allowances shall only proceed upon written authorization from the City:

- a. ADEQ APP Coordination: The Consultant shall provide coordination services associated with the Arizona Department of Environmental Quality (ADEQ) Aquifer Protection Permit (APP) requirements related to the ASR Well 8 replacement project. Services under this task will include coordination with the City, Matrix New World, and ADEQ, as necessary, to support permitting activities associated with well equipping and operation. The Consultant shall coordinate and submit the ASR Well Installation Report upon completion of equipping activities and prior to placing the well into service.
- b. Potholing: The Consultant shall provide potholing coordination services, as required, to support the design of the Project. Potholing activities will be performed to verify the horizontal and vertical location of existing underground utilities and facilities within the proposed work area. The Consultant shall coordinate with the City, utility owners, and subconsultants, as necessary, to identify locations requiring subsurface utility verification. Information obtained from potholing activities will be incorporated into the design documents to reduce potential utility conflicts and support construction planning.
- c. Utility Coordination: The Consultant shall provide additional utility coordination services associated with existing public and private utilities that may be impacted by the Project. Additional coordination efforts may include communication with utility owners, review of available utility information and record documents, coordination of utility conflict identification and resolution, and support for utility relocation planning, if required. Utility coordination may include, but is not limited to, storm drain, reclaimed water, electrical,

communications, gas, irrigation, and other private utility infrastructure within or adjacent to the Project area.

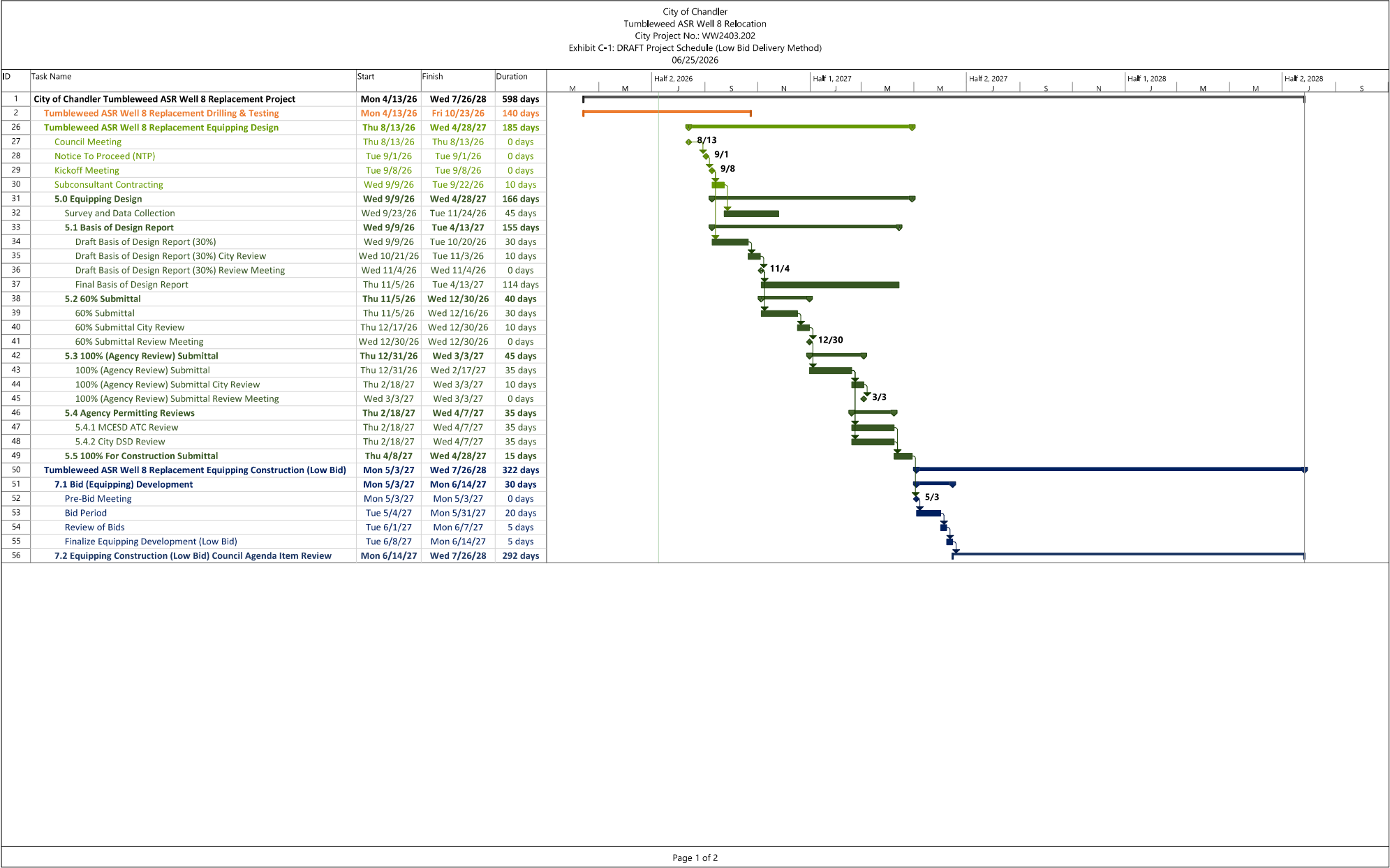
- d. CMAR Coordination Allowance: If the City elects to procure the Project utilizing a Construction Manager at Risk (CMAR) delivery method in lieu of a traditional Design Bid Build procurement, the Consultant shall provide additional design phase coordination services with the CMAR. Services under this Allowance shall be performed only upon written authorization by the City and shall be limited to the Allowance amount identified in the Fee Proposal. Services performed under this Allowance may include, but are not limited to:
 - i. Participation in design coordination meetings with the CMAR and City.
 - ii. Review and evaluation of constructability comments and value engineering recommendations provided by the CMAR.
 - iii. Coordination with the CMAR during development of construction cost models and budget reconciliation.
 - iv. Review of equipment procurement strategies and long lead procurement recommendations.
 - v. Preparation of supplemental information requested to support phased procurement or early procurement packages.
 - vi. Coordination with the CMAR regarding construction sequencing, maintenance of operations planning, and temporary facilities.
 - vii. Assistance with responses to CMAR Requests for Information during the design phase.
 - viii. Participation in pre-procurement planning meetings and collaborative design reviews with the City and CMAR.
- e. Owner's Allowance: The Consultant shall provide additional engineering and coordination services, as requested by the City, that are outside the specifically identified scope of services but may become necessary during the progression of the Project. Work performed under this task shall only proceed upon authorization by the CITY. The Owner's Allowance shall be limited to ten percent (10%) of the Consultant's labor fee associated with the Project.

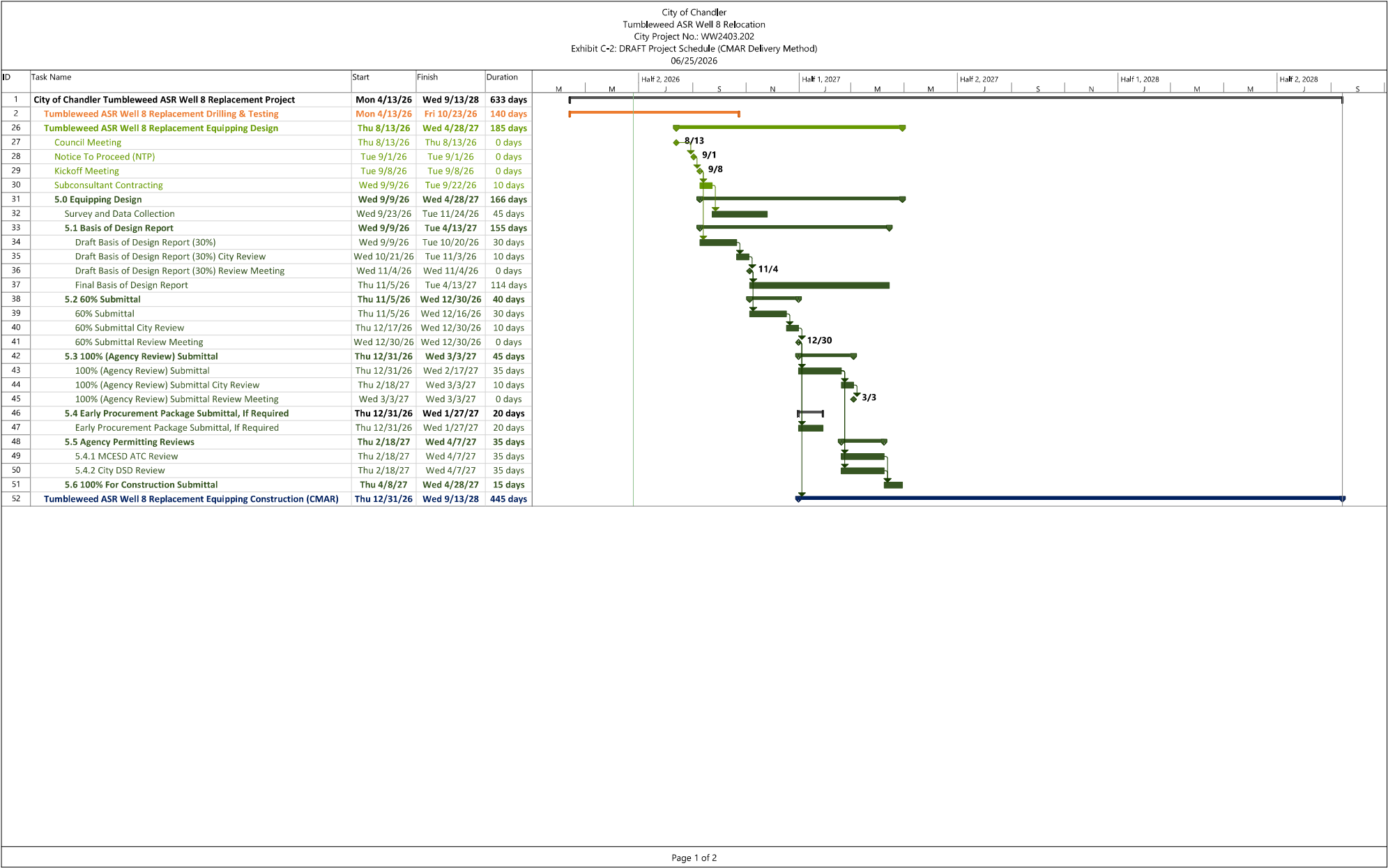
17. ASSUMPTIONS AND EXCLUSIONS:

- 17.1 The following assumptions have been incorporated into this Scope of Services and form the basis of the Consultant's fee and schedule:
 - a. Hydrogeologic services, including well siting, drilling design, preparation of drilling specifications, drilling oversight, well development, aquifer testing, and hydrogeologic evaluation will be provided by Matrix New World under a separate agreement with the City of Chandler.
 - b. Consultant's scope is limited to design and permitting support associated with well equipping and site improvements. Consultant shall not provide

drilling oversight, drilling management, field observation, construction support, or testing services associated with well drilling activities.

- c. No permit coordination with Arizona Department of Water Resources (ADWR) (WS and USF) is included in this Scope of Services.
- d. Consultant shall rely upon record drawings, reports, utility information, and other information provided by the City and available public records. Consultant shall not be responsible for inaccuracies or omissions contained within information provided by others.
- e. The design will evaluate the suitability of existing electrical equipment, electrical infrastructure, piping systems, valves, appurtenances, and associated facilities for reuse. Recommendations for reuse, modification, or replacement will be developed during the Basis of Design phase. The final extent of reuse cannot be determined until completion of the evaluation.
- f. The scope includes evaluation of existing facilities and equipment housing requirements. Design of a new building, enclosure, or architectural facility shall only be included if determined necessary through the evaluation process and authorized by the City.
- g. The Consultant shall review the existing facility drainage report and available drainage documentation as part of the project evaluation. Preparation of a completely new Tumbleweed Recharge Facility drainage study is not included.
- h. Utility locations will be based on available record information, survey information, utility owner information, and limited field verification. Utility potholing and subsurface utility investigations beyond the identified allowance are not included.
- i. The MCESD Approval of Construction (AOC) submission is not included within this scope of services.
- j. Construction administration, resident project representation, shop drawing review, construction observation, startup assistance, commissioning services, and record drawing preparation are not included in this Scope of Services and may be authorized under a separate agreement.
- k. Owner's Allowance services shall only be performed upon written authorization by the City and shall be limited to the allowance amount identified in the fee proposal.
- l. The project schedule assumes Notice to Proceed will be issued approximately two weeks following City Council authorization and that City review periods will occur in accordance with the project schedule.





Tumbleweed ASR Well No. 8 Replacement

Project No. WW2403.202

Exhibit D - DRAFT Drawing Sheet List

Sheet Count	Sheet Number	Sheet Title
General		
1	G-1	Cover
2	G-2	General Notes I
3	G-3	General Notes II
4	G-4	Sheet Index and Legends, Symbols and Abbreviations
5	G-5	ASR Well No. 8 Key Map
6	G-6	Survey Control Map
7	G-7	ASR Well No. 8 Site Process Flow Diagram
Demolition		
8	D-1.0	Overall Demolition Plan
9	D-1.1	Existing ASR Well No. 8 Demolition Plan
10	D-1.2	Proposed ASR Well No. 8 Demolition Plan
Civil		
10	C-1.0	Overall Site Plan
11	C-1.1	ASR Well No. 8 Site Plan
12	C-2.0	Overall Yard Piping
13	C-2.1	ASR Well No. 8 Yard Piping
14	C-2.2	Pipe Profiles
15	C-3.0	Overall Grading and Drainage
16	C-3.1	ASR Well No. 8 Grading and Drainage
17	C-3.2	Grading and Drainage Plan ASR Well No. 8 - Sections
Mechanical		
18	M-1.0	ASR Well No. 8 Rendering
19	M-1.1	ASR Well No. 8 Plan View
20	M-1.2	ASR Well No. 8 Sections
21	M-2.0	ASR Well No. 8 Electrical Building Plan
22	M-2.1	ASR Well No. 8 Electrical Building Sections
23	M-3.0	Typical Details - 1
24	M-3.1	Typical Details - 2
25	M-3.2	Typical Details - 3
Structural		
26	S-1.0	General Structural Notes
27	S-1.1	Standard Structural Details - 1
28	S-1.2	Standard Structural Details - 2
29	S-1.3	Standard Structural Details - 3
30	S-2.0	ASR Well No. 8 Foundation and Section
31	S-2.1	ASR Well No. 8 Electrical Building Foundation and Sections
32	S-2.2	ASR Well No. 8 Fence Plans and Sections
33	S-2.3	ASR Well No. 8 Masonry Wall Plans and Sections
34	S-3.0	Existing ASR Well No. 8 Concrete Slab Foundation and Section
Electrical		
35	E-1.0	Standard Electrical Symbols and Legends
36	E-2.0	ASR Well No. 8 Single Line Diagram
37	E-2.1	ASR Well No. 8 Panel and Lighting Schedule
38	E-2.2	ASR Well No. 8 Short Circuit Current Calculations
39	E-3.0	ASR Well No. 8 Overall Site Plan
40	E-3.1	ASR Well No. 8 SES and Switchboard Power Plan
41	E-3.2	ASR Well No. 8 Electrical Building Power Plan
42	E-3.3	ASR Well No. 8 Power Plan
43	E-3.4	ASR Well No. 8 Lighting and Grounding Plan
44	E-4.0	ASR Well No. 8 Pump Schematic
45	E-5.0	Power Conduit Block Diagram
46	E-5.1	Control Conduit Block Diagram
47	E-6.0	Electrical Details - 1
48	E-6.1	Electrical Details - 2
49	E-6.2	Electrical Details - 3
Instrumentation		
50	I-1.0	Instrumentation Standard Symbols and Legends
51	I-2.0	ASR Well No. 8 P&ID
52	I-3.0	Tumbleweed ASR Wells Partial Communication System Architecture

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT B-1
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
1. Project Schedule		\$ 3,668.00
	Project Schedule	\$ 3,668.00
2. Preliminary Research		\$ 11,168.00
	Preliminary Research and Data Collection	\$ 11,168.00
3. Utility/Agency Coordination		\$ 35,636.00
	City of Chandler Coordination	\$ 19,102.00
	MCESD Coordination	\$ 16,534.00
4. Project Coordination & Programming		\$ 79,246.00
	Kickoff Meeting	\$ 4,458.00
	Evaluate Existing Assets	\$ 22,538.00
	Project Meetings	\$ 24,188.00
	Project Workshops	\$ 14,746.00
	Quarterly Executive Meetings	\$ 13,316.00
5. Basis of Design Report		\$ 126,382.00
	Draft Basis of Design Report	\$ 87,520.00
	Final Basis of Design Report	\$ 14,024.00
	Drainage Report and Preliminary Plan	\$ 10,984.00
	Develop Process Control Descriptions	\$ 13,854.00
6. 60% Design Submittal		\$ 83,822.00
	60% Progress Submittal	\$ 83,822.00
7. 100% Agency Review		\$ 105,330.00
	100% Progress Submittal (Agency Review Set)	\$ 105,330.00
8. Issued for Construction		\$ 53,630.00
	Issued For Construction Submittal	\$ 53,630.00
9. Maintenance of Operations (MOPO)		\$ 20,572.00
	MOPOs	\$ 20,572.00
10. Bid Assistance		\$ 24,760.00
	Bid Assistance	\$ 24,760.00
7. Subcontractors		\$ 33,000.00
	Geotechnical Investigation	\$ 10,000.00
	Topographical Site Survey	\$ 15,000.00
	HVAC Services	\$ 8,000.00
8. Allowances		\$ 65,500.00
	ADEQ APP Coordination	\$ 15,000.00
	Potholing	\$ 5,000.00
	Utility Coordination	\$ 7,500.00
	Reimbursable Expenses (Permit Fees, Printing etc)	\$ 20,000.00
	CMAR Coordination	\$ 18,000.00
	Owner's Allowance	\$ -
TOTAL COST:		\$ 642,714.00



EXHIBIT B-2
Hours and Rates

	Principal	Sr. Professional	Sr. PM (E/I&C, Structural, G&D)	Project Manager / Sr. Engr.	Project Engineer / Proj. Prof	Lead E/I&C Engineer	CADD Technicians	Admin	< PROJECT ROLE
	Mike Johnson, Uday Gandhe	Sreeram Rengaraj, Alan Palmquist, Craig Ramsey	Jaco Kruger, Larry Kiser, John Muthart, Chris Yarn	Kileigh Phillips, Ryan Spreeman, Brandon Witkowski, Sean Zimmerman	Wesley Terrones, Jot Sandhu, Danny Musquiz, Maurena Supra, Derric Larson, Preston Lohr	Sai Chilakalapudi, Kenneth May, Tian Chao	Kam Casey, Amber Andrede, Timbrlee Smith	Brandy Nixon, Mikayla Ryan, Paulina Dominguez, Kayla Sablan	< NAME OF PERSON
	\$ 315.00	\$ 315.00	\$ 273.00	\$ 230.00	\$ 186.00	\$ 186.00	\$ 135.00	\$ 125.00	< HOURLY RATES
TASK DESCRIPTION									TOTAL HOURS PER TASK
1. Project Schedule	2	2	0	4	8	0	0	0	16
Project Schedule	2	2	0	4	8	0	0	0	16
2. Preliminary Research	2	4	8	8	16	8	4	2	52
Preliminary Research and Data Collection	2	4	8	8	16	8	4	2	52
3. Utility/Agency Coordination	4	8	8	48	72	0	24	16	180
City of Chandler Coordination	2	4	4	24	40	0	16	8	98
MCESD Coordination	2	4	4	24	32	0	8	8	82
4. Project Coordination & Programming	16	34	38	84	136	16	28	14	366
Kickoff Meeting	2	2	0	4	8	0	4	2	22
Evaluate Existing Assets	2	4	24	16	40	16	0	0	102
Project Meetings	6	16	6	24	40	0	16	4	112
Project Workshops	2	4	8	16	32	0	4	4	70
Quarterly Executive Meetings	4	8	0	24	16	0	4	4	60
5. Basis of Design Report	14	24	64	120	216	54	112	32	636
Draft Basis of Design Report	8	16	48	88	144	32	88	16	440
Final Basis of Design Report	2	2	8	8	24	6	16	8	74
Drainage Report and Preliminary Plan	2	2	0	16	24	0	8	4	56
Develop Process Control Descriptions	2	4	8	8	24	16	0	4	66
6. 60% Design Submittal	2	24	32	72	164	32	88	16	430
60% Progress Submittal	2	24	32	72	164	32	88	16	430
7. 100% Agency Review	6	32	40	88	180	40	128	32	546
100% Progress Submittal (Agency Review Set)	6	32	40	88	180	40	128	32	546
8. Issued for Construction	2	16	16	48	96	16	72	16	282
Issued For Construction Submittal	2	16	16	48	96	16	72	16	282
9. Maintenance of Operations (MOPO)	2	8	8	24	40	8	4	2	96
MOPOs	2	8	8	24	40	8	4	2	96
10. Bid Assistance	4	24	8	24	32	4	4	8	108
Bid Assistance	4	24	8	24	32	4	4	8	108
11. Subcontractors									
12. Allowances									
TOTAL HOURS:	54	176	222	520	960	178	464	138	2712

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A