



TOWN OF PRESCOTT VALLEY, ARIZONA

Quailwood #3 Well Site PFAS Treatment Facility

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of October, 2026, by and between the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "TOWN"), and Jacobs Engineering Group Inc., a Delaware corporation (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform engineering services during construction for a project known and described as "Quailwood #3 Well Site PFAS Treatment Facility", (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-204(B)(4) and 48-572(A)(3)]; and

WHEREAS, the TOWN has power to erect, purchase or lease necessary buildings for their purposes through public bidding and otherwise, including power to hire professional registrants to design and supervise construction of buildings [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Scope of Services document attached hereto as Exhibit "A" and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the Services.



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ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within 365 calendar days of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through October 8, 2027, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT monthly for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing as mutually agreed by the parties. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.



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ARTICLE 8. INDEMNIFICATION

With respect to professional liability only, to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) , to the extent relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials 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 to the extent caused by the CONSULTANT's negligent acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the CONSULTANT may be legally liable.

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by commercial general liability and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all third party claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), to the extent relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any third party 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 to the extent caused by the CONSULTANT's negligent acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

This section may be subject to the limitations of A.R.S. § 34-226 and shall not be construed to require more than is allowed by that statute.

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with TOWN Code Article 8-02 (Business Registration), as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as



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additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: Unless otherwise noted above, the CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and 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. Such certificates shall identify this Agreement by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review 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, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.



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The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property to the extent arising out of the work done in fulfillment of the professional services under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 combined single limit and \$2,000,000 in the aggregate including bodily injury and property damage with respect to any of the 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 0001 1/87, or any replacements thereof).

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the



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TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject Services that do not meet the Standard of Care hereunder in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement. Any modification or reuse by TOWN of such work products without prior authorization is at sole risk of the TOWN.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The



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CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "CONSULTANT Immigration Warranty").

A breach of the CONSULTANT Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any subconsultants to ensure compliance with CONSULTANT's Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONSULTANT nor any Subconsultant shall be deemed to have materially breached the CONSULTANT Immigration Warranty if the CONSULTANT or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONSULTANT or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims to the extent arising from the CONSULTANT's performance under this Agreement.



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Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use and in a manner consistent with the intended use contemplated by this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Town Manager
 Town Of Prescott Valley
 7501 E. Skoog Blvd.
 Prescott Valley, AZ 86314

CONSULTANT: **Jacobs Engineering Group Inc.**
 Fair Yeager – Client Account manager
 1501 W. Fountainhead Parkway, Suite 401
 Tempe, AZ 85252



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ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.



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ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST

This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:

Town of Prescott Valley,
a municipal corporation of Arizona

CONSULTANT:

Jacobs Engineering Group Inc.
a Delaware Corporation

BY: Kell Palguta, Mayor

BY: Fair Yeager, Client Account Manager

ATTEST:

Fair Yeager, Client Account Manager
Print Name & Title

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney



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Quailwood #3 Well Site PFAS Treatment Facility

EXHIBIT A

Date: October 6, 2026

Project name: PFAS Treatment Design Services for Quailwood 3 Wellsite

Project no: W7Y63000

Attention: James Warne, Engineer, Utilities

Company: Town of Prescott Valley, Arizona

Prepared by: Phillip Zelenak, PE

Subject: Quailwood 3 Engineering Services During Construction (ESDC) Scope and Fee

Jacobs Engineering Group Inc.
1501 W. Fountainhead Parkway, Suite
401
Tempe, AZ 85282
United States
T +1.720.286.2629
www.jacobs.com

Dear James,

Jacobs Engineering Group Inc. (Jacobs) is pleased to present to the Town of Prescott Valley (the Town) this scope and fee for the Engineering Services During Construction (ESDC) phase for the Quailwood 3 Wellsite PFAS Treatment System (Jacobs Project No. W7Y63000).

Attachment 1 Price Area includes Level of Effort fee estimate for the ESDCs, Attachment 2 presents an updated Hourly Rate Billing Schedule, and Attachment 3 presents a subconsultant quote for materials testing and special inspection services.

Compensation for the services described herein will be on a time-and-materials basis, subject to a not-to-exceed amount of \$1,022,061, as detailed in Attachment 1: Price Area. Jacobs will not exceed this amount without prior written authorization from the Town.

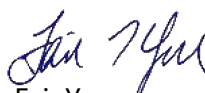
The scope and fee are based on an assumed 12-month project duration following Notice to Proceed, including a six-month active construction period. Jacobs will provide the following ESDC services as described herein through completion of the construction, startup, commissioning, and closeout activities

As always, your input and comments are welcome and valued, so please feel free to call or email Phil at +1 720.286.2629 or Phil.Zelenak@jacobs.com.

Regards,
Jacobs Engineering Group Inc.



Phillip P. Zelenak, PE
Senior Project Manager



Fair Yeager
Client Account Manager

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

Project Background and Understanding

The Town of Prescott Valley identified per- and polyfluoroalkyl substances (PFAS) in portions of the municipal water supply beginning in 2022, with multiple wells in the system testing positive and being removed from service while regulatory direction and mitigation options were developed. The Town's PFAS planning and early design work anticipated pending federal drinking water limits and focused on developing wellhead treatment solutions (and longer-term recharge/effluent considerations) to protect finished drinking water quality and the underlying aquifer.

On December 8, 2022, Town Council approved a design and consulting contract with Jacobs Engineering Group Inc. to advance PFAS treatment solutions. Jacobs subsequently delivered early design alternative concepts for PFAS treatment of three production wells in the lower system, Quailwood Wells #2, #3, and #4.

Since the initial contract, federal regulatory requirements have been finalized. EPA's National Primary Drinking Water Regulation (NPDWR) established enforceable Maximum Contaminant Levels (MCLs) of 4.0 ppt for PFOA and 4.0 ppt for PFOS, and set a compliance timeline that requires systems to complete initial monitoring within three years of promulgation and achieve compliance within five years (i.e., by 2029 for the April 2024 promulgation). Over the past few years, the Town has pursued other projects in support of securing water resources for the Town, including a transmission line between the Upper and Lower distribution system. Quailwood 3 had been identified for near-term treatment action due to its location within the system and its production rate.

Project Objectives

Prescott Valley desires to restore drinking water production from the Quailwood 3 wellsite while meeting federal PFAS MCLs for PFOA/PFOS. Prescott Valley intends to install a PFAS treatment system (ion exchange) at Quailwood Well #3 meeting Arizona Department of Environmental Quality (ADEQ) requirements for public water systems.

Scope of Work

Jacobs Engineering Group Inc. (referred herein as Jacobs) will perform professional engineering services as described below.

Task 3 – Engineering Services During Construction

Task 3.1 – Project Management

Jacobs will provide the following project management subtasks to support construction phase services. Jacobs' project manager will prepare and submit to the Town's project manager a brief monthly cost and schedule status report. The report will include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and a change management update.

This task includes preparation of monthly progress reports and invoices.

For the purposes of estimating the level of effort for this task, the following are assumed:

- Up to 16 hours of Project Management support per month for the 12-month duration which includes monthly one-hour PM-specific meetings with the Town, invoicing, progress reporting, and internal project progress tracking.
- Up to 4 hours of Design Management support per month for the 12-month duration which includes support for PM-specific meetings with the Town.

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

- Up to 6 hours of Project Controls support per month for the 12-month duration which includes internal project progress tracking and support for PM-specific meetings with the Town.
- 50 hours for initial project booking and setup to be billed upon project booking.

Task Deliverable(s):

- Meeting agendas and summaries
- Monthly Progress Reports and Invoices

Task 3.2 – Review of Construction Contractor Submittals

Jacobs will process and review shop drawings, samples, and other submittals, submitted by the Construction Contractor as required by the Construction Documents. Per the design specifications, the Construction Contractor will be responsible for preparing, reviewing, certifying, tracking, and submitting all submittals in electronic format.

Jacobs will maintain a basic Microsoft SharePoint-based tracking system for Jacobs' internal document management and to document submittals received by Jacobs, Jacobs' dispositions, and resubmittals received by Jacobs. This internal tracking system does not relieve the Construction Contractor of responsibility for document control, completeness, tracking, scheduling, or timely submission of documents required by the Contract Documents. The Construction Contractor's submittal log and schedule will remain the controlling record for construction administration purposes.

Jacobs will obtain from the Construction Contractor proposed shop drawings, samples and a submittal schedule that will identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Jacobs' review of shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Construction Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Jacobs will assist the Town in reviewing and responding to the Construction Contractor's requests for substitution of materials and equipment. Jacobs will review such requests and will advise the Town as to the acceptability of such substitutions.

For the purposes of estimating the level of effort for this task, the following criteria are assumed for the submittal review effort:

- 60 Action submittal packages and 70 informational submittals are estimated from the Construction Contractor.
- 7.5 labor hours of effort per Action submittal packages and 1 hour per Informational Submittal.
- 50% resubmittal rate (1.5 factor applied to Action submittal packages to account for resubmittals)

Jacobs will receive Construction Contractor's requests for clarification or information (RFCs/RFIs). Jacobs will review and respond to Construction Contractor's RFC and RFIs. Jacobs will interpret plans and specifications in response to requests from the Construction Contractor to deviate from designs or specifications.

Construction Contractor will maintain an RFI/RFC tracking system to document transactions, dispositions, and response times.

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For the purposes of estimating the level of engineering effort for this task, the following criteria are assumed and are limited in number due to close collaboration with Construction Contractor during the design phase:

- 20 total RFCs/RFIs.
- 4.0 labor hours of effort per RFI/RFC.
- Home office Change Orders processing estimated at 28 total hours.

Administrative support (up to 5 hours per month during the active 6-month construction phase) for Jacobs internal record-keeping of submittal responses and RFCs/RFIs on Jacobs system.

Jacobs shall review and approve or take other appropriate action upon Construction Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.

The Supplemental Services Allowance may be used for engineering review services exceeding the assumptions established in Task 3.2, including additional submittals, resubmittals, RFIs, RFCs, substitution requests, change proposals, multidisciplinary reviews, and additional review cycles. Use of the allowance requires authorization by the Town before the additional services are performed.

Task Deliverable(s):

- Engineer's disposition for each required Construction Contractor Action submittal and RFI/RFC

Task 3.3 – Construction Management and Startup and Commissioning

Construction Management

Jacobs construction manager will be onsite during the active construction period and provide onsite construction management services and observations which include:

- Monthly Pay Application Opinion based on site observations and not based on independent quantity verification. The Construction Contractor will submit a line-item percent complete based on the Schedule of Values and the Jacobs construction manager will review that the application is reasonably consistent with observed construction progress and general conformance with the Construction Documents. The Town will make the final determination and authorization of payment.
- Jacobs will provide services for IBC-related structural observations requiring observation, verification, and documentation. IBC-required special structural inspections involving testing, measurement, or certification will be performed by a Jacobs subconsultant as described below.
- Processing Field Orders, Work Change Directives and Change Orders
- Regular review of Construction Contractor as-built documents that will form the basis of Record Drawings.

A total of 816 hours is assumed for this task including travel from the construction manager's home office based on the following assumptions:

- The fee is based on one six-month active construction period.
- Construction management and observation services required beyond the six-month active construction period, including services resulting from Construction Contractor delay, suspension,

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resequencing, defective work, default, or extended completion activities, will be considered Supplemental Services.

- Construction manager on site for 85% of working days during the construction duration, with the remaining time used for returning to the home office during construction down time.
- Expenses to cover hotel, rental truck, fuel, per diem, round trip airline flights, and miscellaneous expenses.

Special structural inspections and testing as mandated by the IBC are to be performed by a Jacobs subconsultant. These include geotechnical, concrete and masonry, structural steel (including welding), fire resistive systems, and seismic anchoring system inspections. The subconsultant's proposal is included as Attachment 3 and provides additional detail regarding its anticipated services and fee basis.

The subconsultant will provide qualified personnel, document observations and test results, identify observed nonconforming work, and prepare required inspection reports and a final special inspection report.

Services are limited to the activities and level of effort reflected in the attached LOE. Additional inspections, testing, retesting, reporting, site visits, or engineering support resulting from the Contractor's extended construction schedule, failed tests, deficient work, missed inspections, schedule changes, or effort exceeding the LOE will be considered Supplemental Services and performed only upon written authorization by the Town.

A total of \$35,000 has been included in the estimate for Ninyo and Moore for these services.

Jacobs Operations Management International(OMI) staff currently support the Town-designated Operator in Direct Responsible Charge (ORC).

Up to 94 overtime hours (time and half) of OMI staff hours are estimated to support the construction phase and include valve operation, electrical disconnects, lock out tag outs, and site orientation for the Construction Contractor. This time is assumed to be over and above the regular OMI contract at 40 hours per week and therefore billed to the project at time and a half.

Jacobs is providing professional engineering services as described herein as construction management for the purpose of general observation to give Owner a greater degree of confidence that the design concept as reflected in the construction documents has generally been implemented and preserved by the Construction Contractor. Any construction management services to be performed by Jacobs are not intended to provide management, oversight or direction to the Construction Contractor for the performance of construction services; it being understood and agreed that the Construction Contractor is solely responsible for jobsite safety pertaining to their services and the construction means, methods, techniques and sequences required for the performance of construction services.

Pertaining to Jacobs onsite staff and services as outlined in this scope of work only, a Hazard/Impact Identification and Risk Assessment (HIFA) and Project Health, Safety & Environment Plan (PHSEP) will be prepared by the Jacobs project manager, construction manager and a designated health, safety, and environment (HSE) professional prior to onsite work. The PHSEP and HIRA will be updated as onsite conditions or tasks change. Following standard OSHA and Jacobs OMI requirements, the onsite construction manager will utilize OMI's existing health and safety tracking tools for items such as job hazard analyses (JHAs), daily safety reports, toolbox talks, site inspections, incident and near-miss reporting, and corrective action tracking.

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Startup and Commissioning

The Jacobs construction manager will also assist the Construction Contractor and the Town's public water system operators in system startup and initial operation. The fee includes support for one coordinated startup and commissioning effort based on the durations, hours, personnel, and sampling quantities identified below. Additional startup events resulting from contractor deficiencies, equipment failures, regulatory requirements, process upsets, or failed testing are Supplemental Services.

A total of 50 Jacobs construction manager hours are assumed for startup assistance based on the following assumptions:

- Five full days for the construction manager on site.
- Expenses to cover hotel, rental car, fuel, per diem and miscellaneous expenses for sampling such as coolers, ice, etc.
- Up to 56 hours process and process mechanical support are estimated to support site visits by the Jacobs process engineers during startup and onsite training.
- Up to 24 hours management support is estimated to support startup coordination from the office.
- Up to 46 overtime hours (time and half) of OMI staff hours are estimated to support the startup and commissioning include valve operation, electrical connections, and system handover from the Construction Contractor. This time is assumed to be over and above the regular OMI contract at 40 hours per week and therefore will be billed to this project at time and a half.
- A total of \$5,000 has been included in the estimate for Eurofins (Jacobs subconsultant) for analytical laboratory tests for startup testing and commissioning anticipated as follows:

Analyte	Method	Number of Samples
Bac-T (P/A)	SM 9223	16
HPC	SM 9215B	7
Alkalinity	EPA 2320B	2
TOC	SM 5310B	2
PFAS	EPA 533*	3
Chloride	EPA 300.0	2
Sulfate	EPA 300.0	2
Nitrate	EPA 300.0	2
Conductivity	SM 2510B	2
TDS	SM 2540C	2
VOC	EPA 524.2	3
Nitrosamines	EPA 521.1	3

Deliverables

- Monthly pay application opinions based on observed construction progress;
- Field observation reports prepared by the Jacobs construction manager;

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- IBC-related structural observation documentation and applicable special inspection reports from Jacobs subconsultant;
- Reviews and recommendations associated with Field Orders, Work Change Directives, and Change Orders;
- Periodic review comments on Construction Contractor as-built documentation; and
- Laboratory analytical results obtained through the startup and commissioning sampling program.

Task 3.4 - Funding Coordination

Jacobs will provide funding coordination and compliance support services to assist the Town in meeting applicable federal and state funding requirements, including those imposed by the U.S. Environmental Protection Agency (EPA), the Arizona Water Infrastructure Finance Authority (WIFA), and other applicable funding agencies. Services will be performed in a manner consistent with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.

The Town, as the funding recipient, will remain responsible for compliance with funding agreements; required certifications and attestations; the accuracy and completeness of information submitted to funding agencies; and fulfillment of grant or loan recipient obligations. Jacobs' services do not constitute legal advice, financial auditing, or a guarantee that costs or activities will be determined eligible by a funding agency. Jacobs will provide administration and coordination related to the Davis-Bacon and Related Acts (DBRA), including prevailing wage determinations, wage conformance assistance, review of certified payrolls for apparent completeness and identification of observed discrepancies, and participation in or support of labor compliance interviews, as required by the funding agency.

Jacobs will support compliance with Build America, Buy America (BABA) domestic preference requirements, including review of procurement documentation, Construction Contractor certifications, and supporting materials. Where applicable, Jacobs will assist the Town with preparation, documentation, and justification of waiver requests in accordance with applicable federal guidance.

Jacobs will assist the Town in administering Disadvantaged Business Enterprise (DBE) and other applicable small or minority business participation requirements, including review of Good Faith Efforts documentation and preparation of utilization and compliance reports required by EPA, WIFA, or other funding agencies.

Jacobs will support Single Audit and financial compliance activities, including coordination of documentation and responses related to audited project expenditures, eligibility determinations, and funding conditions.

Jacobs will prepare and/or assist with required federal and state financial, performance, and transparency reporting, including Federal Financial Reports (FFR), Federal Funding Accountability and Transparency Act (FFATA) reporting, and any additional reporting required by WIFA or EPA grant or loan agreements.

Jacobs will assist the Town with preparation and review of grant or loan disbursement and reimbursement requests, including review of supporting documentation and apparent cost eligibility based on information provided by the Town and Construction Contractor with applicable funding agreement requirements and approved budgets.

Jacobs will perform limited periodic onsite spot-checks of Construction Contractor compliance with applicable federal and state requirements, including but not limited to federal cross-cutting authorities, required job site postings, labor compliance documentation, and general project file organization. Onsite verifications will be conducted by the Jacobs Construction Manager, with guidance and oversight provided by a Jacobs funding specialist. Jacobs will provide the Town and Construction Contractor with recommendations and best practices for maintaining compliant project records and audit-ready documentation.

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The scope and fee for funding coordination and compliance support are based on the activities and level of effort reflected in Attachment 1 – Price Area. Services exceeding the activities or level of effort reflected in Attachment 1– Price Area will be considered Supplemental Services and will be performed only upon written authorization by the Town.

Task Deliverable(s):

- Funding documentation reviews, and required reports prepared in accordance with applicable funding agreements and regulatory requirements.

Task 3.5 – ADEQ Coordination and Project Close-out Activities

Up to 92 total hours are anticipated for the following project close-out activities:

- Engineering site visit for site observations and punch list development for final completion.
- Expenses to cover hotel, rental truck, fuel, per diem, round trip airline flights, and miscellaneous expenses.

Up to 140 total hours are anticipated to complete Record Drawings including signing and sealing as required by the State of Arizona for public treatment projects. Record Drawings will be prepared based upon marked-up as-built information furnished by the Contractor. Creation of record information not documented by Contractor shall constitute Supplemental Services.

Once all closeout items are compiled, Jacobs will prepare an Approval of Construction (AOC) package for submittal by the Town to ADEQ. Typical contents:

- AOC application (via myDEQ or delegated process)
- Engineer's Certificate of Completion (ECC)
- As-built drawings
- Test results (pressure, disinfection, bacteriological)
- O&M Manual prepared by the Construction Contractor and reviewed by Jacobs
- Additional ADEQ-requested documentation

Task Deliverable(s):

- Approval of Construction Package
- Record Drawings

Task 3.6 – Adjustments and Contingency Items

A contingency amount of \$210,000 has been included in the fee estimate to be used as Supplemental Services Allowance to be authorized by the Town over the duration of the project for additional engineering reviews, construction management, inspections, testing, startup support, funding coordination, closeout activities, or other scope changes identified during construction.

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Assumptions and Clarifications

1. Project deliverables will be distributed electronically via email.
2. Meetings with the Town will be held virtually or at the Prescott Valley Utilities Offices.
3. Jacobs will perform the authorized services up to the proposed budgetary amount.
4. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Town.
5. The attached fee schedule reflects Jacobs' understanding of the scope as defined herein. Should Town determine that services need to be added or deleted from this Scope of Work, a revised fee and scope will be negotiated.
6. Construction Contractor will be responsible for obtaining all construction permits required to perform the work. Any costs or fees associated with bonding, special permits, licenses, fees or permit processing fees will be covered by others.
7. Construction meeting documentation will be by Construction Contractor.
8. If Jacobs is called upon to observe the work of the Town's Construction Contractor for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not make inspections or reviews of the safety programs or procedures of the Construction Contractor, and shall not review their work for the purpose of ensuring their compliance with safety standards.
9. Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. Jacobs shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the Construction Contractor(s).
10. All contracts between Town and its Construction Contractor(s) shall contain broad form indemnity and insurance clauses in favor of Town and Jacobs, in a form satisfactory to Jacobs.
11. Inspection services provided pursuant to this scope of work are for the limited purpose of general observation, materials testing or similar professional engineering inspection services and is not intended to provide a thorough examination of the Construction Contractor's means and methods, materials or workmanship, or the project's physical components for compliance to local and national building codes, zoning regulations, safety standards or contract specifications. Jacobs is not responsible for and neither guarantees the performance of the Construction Contractor(s) nor assumes responsibility for Construction Contractor's failure to perform work in accordance with the construction documents.
12. The presence or duties of Jacobs personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or its personnel in any way responsible for those duties that belong to Town, its Project Manager, and/or the Construction Contractor or other entities, and do not relieve the Construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, scheduling, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
13. Jacobs and its personnel have no authority to exercise any control over any Construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety

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deficiencies of the Construction Contractor(s) or other entity or any other persons at the site except Jacobs own personnel and its Construction Contractors.

14. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
15. The Town recognizes that Jacobs assumes no risk and/or liability for a waste or hazardous waste site originated by other than Jacobs.
16. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Scope and Fee Project cost or schedule. Therefore, Jacobs makes no warranty that Town's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs's opinions, analyses, projections, or estimates.
17. To the extent Jacobs is responsible for review, evaluation and the proposing of recommendations concerning project design, budget, materials, sequencing and scheduling, shop drawings, claims, and other similar items performed or supplied by others, Jacobs shall not be responsible for the acts or omissions of such items performed or supplied by others. The ultimate responsibility for deficiencies in such items shall be attributable to the person or entity providing such items irrespective of Jacobs's review and evaluation of the same.
21. The parties recognize that any bid quantity estimates have been or will be based on preliminary or conceptual design calculations. Quantities determined after final design are expected to vary from the bid quantities derived from the preliminary or conceptual design. Jacobs makes no representations nor guarantees with respect to such bid quantity estimates. Any quantity estimates prepared by Jacobs are for information only and shall not form the basis for any liability to Jacobs.

Attachment 1: Price Area

LEVEL OF EFFORT																						
Fee Estimate for:		Town of Prescott Valley, Arizona																				
Date of Estimate:		10/6/2026																				
Period of Performance:		12/1/2026		through		12/1/2027		12 Months		1 2026 meetings												
										11 2027 meetings												
Active Construction Phase		4/1/2027		through		10/1/2027		6 Months		0 2026 meetings												
										6 2027 meetings												
WORK BREAKDOWN STRUCTURE		Escalation Year	JACOBS HOURS																			
			Management				DDL/CAD		Process		Process Mech.	Civil/ Yard Piping		Arch.	Bld. Mech.		Struc.	Elec.		I&C	Funding	
			Senior Project Management Zelenak, Phil	Senior Design Management Yeager, Cynthia (Cindy)	QAQC Health and Safety Management Peterson, Mike	Project Controls Toloczko, Brian	QAQC CAD Management Metcalf, Scott	CAD Design GJD - Poland	QAQC Process - Hydraulics Hwang, Michael H. (Mike)	Engineering Design Process Avarez, Laura Josefina (Laura)	Engineering Design Process Chang, Joseph Young (Joseph)	Discipline Lead Civil Johnson, Micah Elijah (Micah)	Engineering Design Process Jat, Navneet	Discipline Lead Architectural Powell, Mark E (Mark)	QAQC Building Mechanical Price, Ted	Discipline Lead Building Mechanical Shrief, Shrief	Discipline Lead Structural Meng, Max	QAQC Electrical Landman, James	Engineering Design Electrical and I&C Dyer, Talitha Johanna	Discipline Lead Instrumentation and Controls Williams, Andrew	QAQC Funding Corcutt, Tahrie	Discipline Lead Funding Zeilman, Zack
Billing Rate		2026	270	280	270	160	160	115	300	190	190	190	180	240	300	190	240	325	140	240	300	200
		2027	281	291	281	166	166	120	312	198	198	198	187	250	312	198	250	338	146	250	312	208
Task 3.1 Project Management			242	48	0	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.1.1 Project Management		2026	16	4																		
Monthly Progress Reports and Invoices		2027	176	44		72																
Project Setup		2026	50																			
Task 3.2 Team Meetings Review of Contractor Submittals, RFIs, RFCs, WCDs, COs			10	100	0	0	4	0	17	86	86	44	56	136	15	142	256	13	36	81	0	0
3.2.1 Kickoff and Preconstruction Meeting		2027	4	8			2		1	2	2	2	2	2	1	2	2	1	2	2		
3.2.2 Regular Team Coordination Meetings External		2027	4	24				2	2	2	2	2	2	2	2	2	2	2	2	2		
3.2.3 Team Coordination Meetings Internal		2027	2	12			2		6	12	12	12	12	12	6	12	12	6	12	12		
3.2.4 Submittals and Request for Information/Clarification (RFI/RFC) Responses/ Change Orders		2027		56				8	70	70	28	40	120	6	126	240	4	20	65			
Task 3.3 Construction Management, Startup, and Commissioning			24	16	48	0	0	0	8	24	24	0	0	0	0	0	0	0	0	0	0	0
3.3.1 Onsite Construction Management for Construction Phase incl. Monthly Pay Application Opinon		2027																				
Site Observations, including Observe Material Testing																						
Submittal Coordination																						
IBC Construction Inspections (subset performed by Subconsultant)																						
As-Built Reviews																						
3.3.2 Startup and Commissioning		2027	8	16				8	24	24												
3.3.3 Health and Safety Planning and Onsite Documentation		2027	16		48																	
Task 3.4 Funding Coordination			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74	401	
3.4.1 Davis-Bacon Prevailing Wage determinations, conformance assistance, certified payrolls, employee interviews		2027																		25	100	
3.4.2 BABA Procurement and Certifications, Waiver Support (if needed).		2027																		10	100	
3.4.3 DBE Good Faith Efforts and Utilization Reporting		2027																		5	40	
3.4.4 Single Audit Compliance Reporting		2027																		10	40	
3.4.5 FFR, FFATA Reporting		2027																		4	40	
3.4.6 Disbursement Request Preparation		2027																		15	65	
3.4.7 Spot-check contractor compliance with Federal Cross-Cutters, Job Site Postings, Project File		2027																		5	16	
Task 3.5 Project Closeout Activities			36	16	0	0	20	80	0	24	10	2	2	2	2	2	2	2	2	0	0	
3.5.1 Engineer's Site Visit, Certificate of Completion (ECC), and ADEQ Close Out Reporting		2027	32	8					24													
3.5.2 Record Drawings		2027	4	8		20	80			10	2	2	2	2	2	2	2	2				
Task 3.6 Adjustments and Supplemental Services Allowance			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.6.1 Supplemental Services Allowance																						
Total Labor Hours			312	180	48	72	24	80	25	134	120	46	58	138	17	144	258	15	38	83	74	401

LEVEL OF EFFORT																
WORK BREAKDOWN STRUCTURE		Escalation Year	Const. Mgmt.	OMI Startup Overtime			Admin Support	Cost Estimate	Labor and Expenses			Contingency	Subconsultants		TOTAL	
			Construction Management Pinto, Patrick	Water Operations Beyea, Ethan	QA/QC Water Operations Courtenay, Mark Edward (Mark)	Electrician Operations Linares, Stephen Michael	Water Operations Gonzalez, German (German)	Project Administrative Dupree, Andrea	Discipline Lead Cost Estimating Meyer, Edward R (Ed)	Jacobs Total Labor Effort (Hours)	Jacobs Total Labor Value (\$)	Jacobs Total Expenses (\$)	Adjustments and Contingency	Independent Laboratory Testing - Chlorine Concentration, Nitrosamine	Special Inspections per IBC	Total Labor & Expenses (\$)
Billing Rate		2026	150	197	203	144	114	150	300							
		2027	156	204	211	149	118	156	312							
Task 3.1 Project Management			0	0	0	0	0	0	0	362	93,154	\$0	\$0	\$0	\$0	\$93,154
3.1.1 Project Management		2026								20	5,440	\$0		\$0	\$0	\$5,440
Monthly Progress Reports and Invoices		2027								292	74,214	\$0		\$0	\$0	\$74,214
Project Setup		2026								50	13,500	\$0		\$0	\$0	\$13,500
										0	-	\$0		\$0	\$0	\$0
Task 3.2 Team Meetings Review of Contractor Submittals, RFIs, RFCs, WCDs, COs			8	0	0	0	36	0	0	1126	258,362	\$0	\$0	\$0	\$0	\$258,362
3.2.1 Kickoff and Preconstruction Meeting		2027	8				2			45	10,052	\$0		\$0	\$0	\$10,052
3.2.2 Regular Team Coordination Meetings External		2027					4			56	14,404	\$0		\$0	\$0	\$14,404
3.2.3 Team Coordination Meetings Internal		2027								142	32,625	\$0		\$0	\$0	\$32,625
3.2.4 Submittals and Request for Information/Clarification (RFI/RFC) Responses/ Change Orders		2027					30			883	201,281	\$0		\$0	\$0	\$201,281
										0	-	\$0		\$0	\$0	\$0
Task 3.3 Construction Management, Startup, and Commissioning			886	19	19	26	76	48	0	1218	203,387	\$60,945	\$0	\$5,000	\$35,000	\$304,332
3.3.1 Onsite Construction Management for Construction Phase incl. Monthly Pay Application Opinon Site Observations, including Observe Material Testing Submittal Coordination IBC Construction Inspections (subset performed by Subconsultant) As-Built Reviews		2027	816	16	16	16	46	48		958	149,266	\$58,395		\$0	\$35,000	\$242,661
3.3.2 Startup and Commissioning		2027	50	3	3	10	30			176	33,030	\$2,550		\$5,000	\$0	\$40,580
3.3.3 Health and Safety Planning and Onsite Documentation		2027	20							84	21,091	\$0		\$0	\$0	\$21,091
										0	-	\$0		\$0	\$0	\$0
Task 3.4 Funding Coordination			0	0	0	0	0	20	0	495	109,624	\$0	\$0	\$0	\$0	\$109,624
3.4.1 Davis-Bacon Prevailing Wage determinations, conformance assistance, certified payrolls, employee interviews		2027						5		130	29,380	\$0		\$0	\$0	\$29,380
3.4.2 BABA Procurement and Certifications, Waiver Support (if needed).		2027						5		115	24,700	\$0		\$0	\$0	\$24,700
3.4.3 DBE Good Faith Efforts and Utilization Reporting		2027						2		47	10,192	\$0		\$0	\$0	\$10,192
3.4.4 Single Audit Compliance Reporting		2027						2		52	11,752	\$0		\$0	\$0	\$11,752
3.4.5 FFR, FFATA Reporting		2027						2		46	9,880	\$0		\$0	\$0	\$9,880
3.4.6 Disbursement Request Preparation		2027						3		83	18,707	\$0		\$0	\$0	\$18,707
3.4.7 Spot-check contractor compliance with Federal Cross-Cutters, Job Site Postings, Project File		2027						1		22	5,013	\$0		\$0	\$0	\$5,013
										0	-	\$0		\$0	\$0	\$0
										0	-	\$0		\$0	\$0	\$0
Task 3.5 Project Closeout Activities			20	2	2	2	2	0	0	232	43,122	\$3,468	\$0	\$0	\$0	\$46,590
3.5.1 Engineer's Site Visit, Certificate of Completion (ECC), and ADEQ Close Out Reporting		2027	20	2	2	2	2			92	20,544	\$3,468		\$0	\$0	\$24,011
3.5.2 Record Drawings		2027								140	22,578	\$0		\$0	\$0	\$22,578
										0	-	\$0		\$0	\$0	\$0
										0	-	\$0		\$0	\$0	\$0
Task 3.6 Adjustments and Supplemental Services Allowance			0	0	0	0	0	0	0	0	-	\$0	\$210,000	\$0	\$0	\$210,000
3.6.1 Supplemental Services Allowance													\$210,000	\$0	\$0	\$0
Total Labor Hours			914	21	21	28	78	104	0	3,433	\$ 707,649	\$ 64,413	\$ 210,000	\$ 5,000	\$ 35,000	1,022,061

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

Attachment 2: Billing Rate Schedule

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

The Jacobs 2026 and 2027 hourly rate and fee schedule is provided below and includes hourly cost and direct expense categories.

Project Staffing Code	Billing Classification (1)	2026	2027
1	Program Manager, Expert Technologist, Expert Discipline Lead	\$325	\$338
2	Principal Project Manager, Principal Technologist	\$300	\$312
3	Specialist Project Manager, Specialist Design Manager, Specialist Technologist	\$280	\$291
4	Senior Project Manager, Senior Technologist	\$270	\$281
5	Engineer Specialist, Contracts Manager, Project Engineer 2	\$240	\$250
6	Associate Project Manager, Project Engineer 1	\$200	\$208
7	Associate Engineer, Associate Health and Safety Professional, Technician 4	\$190	\$198
8	Staff Engineer 3, Consultant 4	\$180	\$187
9	Staff Engineer 2, Staff Scientist 2, Biologist, Health and Safety Professional, Associate	\$160	\$166
10	Staff Engineer 1, Staff Scientist 1, Project Accountant 2, Staff Biologist	\$150	\$156
11	Engineering Technician 5, Environmental Technician 5, Designer 5, Graphic Designer 5, Editor 5	\$140	\$146
12	Engineering Technician 4, Designer 4, Graphic Designer 4, Editor 4, Publishing Technician 4	\$135	\$140
13	Engineering Technician 3, Graphic Designer 3, Editor 3, Publishing Technician 3	\$130	\$135
14	Engineering Technician 2, Graphic Designer 2, Editor 2, Publishing Technician 2	\$125	\$130
15	Engineering Technician 1, Graphic Designer 1, Editor 1, Publishing Technician 1	\$115	\$120
16	Administrative Assistant, Project Accountant, Project Assistant, Engineer Intern	\$100	\$104

1 These rates are valid through December 31, 2027. Staff member roles may be revised based on changes resulting from promotion or salary adjustments.

2 Typical labor categories are shown. Not intended to be an all-inclusive list.

3 Hourly rates include allowances for salary, payroll taxes, fringe benefits, overhead, and profit, but do not include allowances for direct expenses.

Expense Type - Non-Labor Rate Items	Rate
Auto Mileage Rate	Current IRS audit rate at time of service.
Other related consumable supplies (field equipment and supplies, etc)	At cost with no additional markup
Postage, freight	
Travel Costs (airfare, hotel, auto rental, meals, etc.)	
Subcontractors and Outside Services	

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

**Attachment 3: Subconsultant Material Testing and Special Inspection
Proposal**

April 24, 2026
Proposal No. 12PCT06-00822

Mr. Phillip Zelenak
Jacobs
7001 East Belleview Avenue, Suite 1000
Denver, Colorado 80237

Subject: Proposal to Provide Materials Testing Services and Special Inspection
Upcoming Well Head Treatment Installation Project
515 South Cold Water Lane
Dewey, Arizona

Dear Mr. Zelenak:

Ninyo & Moore is pleased to submit this proposal to provide engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and estimated fee for this project.

PROJECT DESCRIPTION

We understand that Jacobs is doing the construction of the Upcoming Well Head Treatment Installation project. The project will comprise of masonry structure bearing on shallow foundations. Also included is the underground piping and associated site work.

Ninyo & Moore was requested to provide a proposal for inspection and materials testing services. The general scope of our services is described below.

CONSTRUCTION INSPECTION AND TESTING SERVICES

We propose providing special inspection and materials testing services during construction. Our scope of services is anticipated to include the following:

- Observation, testing, and sampling during the placement of engineered fill soils, aggregate base, concrete, masonry, steel, and welding inspection.
- Laboratory testing of soil, aggregates, concrete, and masonry.
- Attending preconstruction and site meetings, as requested.
- Providing engineering consultation and project management, including distribution of field reports and test reports.

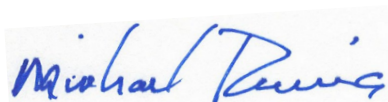
ESTIMATED FEE

We propose to perform the inspection and materials testing services described above on a time and material basis for a fee of \$32,805.

This estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis in accordance with our current schedule of fees.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Michael Rivera Sr.
Project Manager



Curtis Cope
Senior Geologist/Project Manager

MXR/CMC/amg

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee**Field Services**

Field Technician - Earthwork, Concrete, and Masonry	120 hours	@	\$	70.00 /hour	\$	8,400.00
Special Inspector - Welding, Masonry, and Concrete	80 hours	@	\$	80.00 /hour	\$	6,400.00
Subtotal					\$	14,800.00

Laboratory Testing

Proctor Density	4 tests	@	\$	175.00 /test	\$	700.00
Gradation	4 tests	@	\$	150.00 /test	\$	600.00
Atterberg Limit	4 tests	@	\$	110.00 /test	\$	440.00
Grout Compressive Strength	60 tests	@	\$	22.00 /test	\$	1,320.00
Mortar Compressive Strength	60 tests	@	\$	22.00 /test	\$	1,320.00
Masonry Prisms Compressive Strength	15 tests	@	\$	120.00 /test	\$	1,800.00
Concrete Cylinders Compressive Strength	80 tests	@	\$	25.00 /test	\$	2,000.00
Subtotal					\$	8,180.00

Reimbursables

Field Vehicle	200 hours	@	\$	15.00 /hour	\$	3,000.00
Equipment	200 hours	@	\$	15.00 /hour	\$	3,000.00
Subtotal					\$	6,000.00

Project Management and Data Processing

Project Engineer	25 hours	@	\$	120.00 /hour	\$	3,000.00
Data Processor	15 hours	@	\$	55.00 /hour	\$	825.00
Subtotal					\$	3,825.00

TOTAL ESTIMATED FEE**\$ 32,805.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 180
Senior Engineer/Geologist/Environmental Scientist	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist	\$ 140
Project Engineer/Geologist/Environmental Scientist	\$ 120
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 115
Staff Engineer/Geologist/Environmental Scientist	\$ 110
GIS Analyst	\$ 100
Technical Illustrator/CAD Operator	\$ 75

Field Staff

Certified Asbestos/Lead Technician	\$ 140
Field Operations Manager	\$ 100
Nondestructive Examination Technician (UT, MT, LP)	\$ 85
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 80
Supervisory Technician	\$ 75
Senior Technician	\$ 75
Technician	\$ 70

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 55
Information Specialist	\$ 55
Data Processor	\$ 55

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 15/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Equipment	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90	\$ 110
California Bearing Ratio (CBR), D 1883	\$ 500
Chloride and Sulfate Content, ARIZ 733, 736	\$ 100
Clay Expansion, FHA Swell	\$ 110
Consolidation, D 2435, T 216-94	\$ 250
Crumb Test Dispersion Test, D 4647	\$ 60
Direct Shear, D 3080, T236	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 120
Expansion Potential (Method A), D 4546	\$ 110
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 175
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	\$ 205
Miller Box Resistivity	\$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 90
Moisture Only, D 2216, T 265	\$ 25
Moisture and Density, D 2937	\$ 35
Permeability, CH, D 2434, T 215	\$ 220
pH and Resistivity, ARIZ 236 c	\$ 100
Pinhole Dispersion Test, D 4647	\$ 245
R-value, D 2844, T 190	\$ 250
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, D 6913	\$ 55
Sieve Analysis, C-136 (includes 200 wash), D 6913, D 1140	\$ 150
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 85
Sulfate & Chloride Content	\$ 90
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, U.U., D 2850 per point	\$ 160
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 315
Triaxial Shear, C.D, D 4767, T 297 per pt	\$ 375
Unconfined Compression, D 2166, T 208	\$ 175

MASONRY

Brick Absorption, C 67	\$ 65
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 35
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 22
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 22
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 20

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 125
Fireproofing Density Test, UBC 7-6	\$ 50
Hardness Test, Rockwell, A-370	\$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 80
Pre-Stress Strand (7 wire), A 416	\$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12 Cylinder, C 39, T 22-92	\$ 22
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 190
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 200
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 25
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94	
T 30-93, Tex 210F	\$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94	\$ 215
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 125
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 75
Alkali Reactivity, C 1260	\$ 750
Alkali-Silica Reactivity, C 1567	\$ 750
Clay Lumps and Friable Particles, C 142	\$ 95
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 140
Los Angeles Abrasion, C 131 or C 535	\$ 180
Moisture, C 566, T 255-92	\$ 25
Mortar make properties of fine aggregate, C 87	\$ 300
Organic Impurities, C 40	\$ 50
Sand Equivalent, D 2419, T 176	\$ 85
Sieve Analysis, Coarse Aggregate, C 136	\$ 110
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 110
Sodium Sulfate Soundness (per size fraction), C 88	\$ 240
Specific Gravity, Coarse, C 127	\$ 125
Specific Gravity, Fine, C 128	\$ 125
Unit Weight C 29, T 19	\$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

NINYO & MOORE, A SOCOTEC COMPANY

Upcoming Well Head Treatment Installation Project, Dewey, Arizona | 12PCT06-00822 | April 24, 2026

2024 Laboratory Testing