

RESOLUTION NO. R-70-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FIRST
AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH
ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S) FOR
THE 6.0 MGD WASTEWATER TREATMENT FACILITY (WWTF) EXPANSION

PREAMBLE

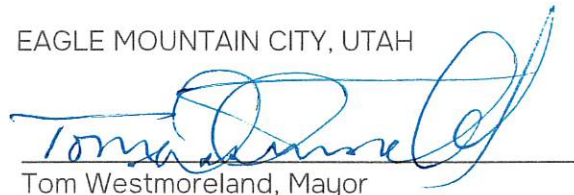
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the 6.0 MGD Wastewater Treatment Facility (WWTF) Expansion as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The First Amendment to the Professional Services Agreement with AE2S is hereby approved, as set forth in Exhibit A, and the Mayor is authorized to sign the agreement on behalf of the City.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 2025.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 7th day of October, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☒ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Effective Date of Owner-Engineer Agreement: **October 28, 2024**

Owner: **Eagle Mountain City**

Engineer: **Advanced Engineering and Environmental Services, LLC**

Specific Project: **EMC 6.0 MGD Waste Water Treatment Facility Expansion**

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to responsibilities of Owner
- ☒ Modifications to time(s) for rendering services
- ☒ Modifications of payment to Engineer

Description of Modifications:

- A. Services of Engineer and responsibilities of the Owner are amended and supplemented to include the following:

Baseline Information

Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	EMC 6.0 MGD Waste Water Treatment Facility (WWTF) Expansion
Type and Size of Facility:	6.0 million gallons per day (MGD) expansion of the current WWTF
Description of Improvements:	Improvements shall include modifications to the Oxidation Ditch, Membrane Bioreactor (MBR) and Miscellaneous Improvements
Expected Construction Start:	Summer 2026 / Early Out Packages in Late 2025
Facility Location(s):	Eagle Mountain City, UT

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in this amendment.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, anticipated tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from identified tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Collaborate with Owner's during all phases of Engineer's services, and with Construction Manager / General Contractor (CM/GC) commencing with the issuance of the final draft of the Preliminary Design Report or after selection of CM/GC.
 6. All references to collaboration between Engineer and Owner's Advisor, if any, will include collaboration with CM/GC if the CM/GC has been engaged.
 7. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 8. Conduct ongoing management tasks, including:
 - a. Regular interval meetings with Owner to provide updates on the status of the project;
 - b. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - c. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner, and if applicable with CM/GC, to discuss progress, schedule, budget, issues, potential problems, and their resolution; and
 - d. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Engineer's Basic Services, and the management of such services, are based on the condition that the Work designed or specified by Engineer will be performed under a single Work Authorization, encompassing no more than **five** Work Packages, for construction of the Work

described in the Owner-CM/GC Contract. Changes to these assumed conditions will be considered in the mandatory Amendment process described in Paragraph 1.04.C below.

- C. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's BIM standards, using 2024 version Revit Software and AutoCAD Civil3D.
- D. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) None identified by Owner
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **three** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this amendment.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in amendment for use in Project design or in preparation for CM/GC selection and construction.
10. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
11. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
12. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities, whether above-ground utilities of any type, or Underground Facilities, likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation or undertake other alternative approaches and contingencies to account for utility uncertainties.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project, including any additional utility facilities or extensions needed to serve the Project, on existing utilities.
13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Collaborate with Owner to develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 1 and 2.
 - b. Task 2 - Technology Alternatives Analysis
 - 1) Create quantitative decision matrix with cost and non-cost factors.
 - 2) Develop ranking and scoring criteria. Create worksheet for EMC staff to rank priorities for all factors.
 - 3) Give engineering opinion on cost and non-cost values for quantitative matrix for 3 different technology alternatives including Membrane Bio-Reactors

(MBR), oxidation ditches with secondary clarification, and Activated Granular Sludge (AGS).

- 4) Analyze the different technologies with the quantitative decision matrix and give engineering analysis and opinion on each technology's score.
- 5) Draft preliminary and final memoranda for technology recommendation for the expansion upgrade explaining the decision matrix and why the selected technology was recommended.

c. Task 3 - Site Optimization

- 1) Develop a synergistic plan for the WWTF site that incorporates existing wastewater site assets with the selected technology for the expansion upgrade.
- 2) Recommend upgrades or replacement to size or relocation of the headworks process and existing drum screens.
- 3) Recommend upgrades to or replacement of existing fan press system.
- 4) Evaluate and recommend alternative solids disposal methods
- 5) Evaluate the feasibility of converting one or both winter storage ponds into infiltration ponds by removing the liner.
- 6) Evaluate existing oxidation ditch and give recommendations for recirculation using Axial flow pumps.
- 7) Evaluate salinity reduction methods for the facility effluent and give recommendations to lower salinity in the effluent.
- 8) Recommend a site layout at full buildout (12 MGD additional MBR capacity).
- 9) Draft preliminary and final memoranda for a site optimization and buildout recommendation plan.

15. Furnish the Report deliverables to Owner pursuant to the requirements of the Deliverables Schedule and review the deliverables with Owner.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report, as revised, and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Amendment, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation, through application of the provisions regarding Additional Services, or otherwise, and the time for completion of Engineer's services, resulting from the selected solution, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

- B. Upon authorization from Owner, Engineer shall:

1. Review and assess available Project information and data, including any pertinent reports or studies, whether prepared by Engineer or others, and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer

any additional information and data, for Engineer's use in the preparation of a Preliminary Design Report.

3. Prepare a Preliminary Design Report in Word and supply an electronic copy in pdf format to Owner.
4. The Preliminary Design Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. This is identified as Task 8 below.
5. Visit the Site as needed to prepare the Preliminary Design Phase Report.
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.
 - b. Such Underground Facilities Procedure must consider the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project, including existing and new facilities and structures, and above-ground utilities and Underground Facilities as reviewed above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

- b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure, including those parts that address resolution of Underground Facilities conflicts, and for resolution of above-ground utilities conflicts. Such identification will consider Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
- 10. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Owner, with assistance of Engineer, shall contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
- 11. In collaboration with Owner, prepare an initial draft of a identified permit documents that identifies Owner's, CM/GC's, and Engineer's permit duties, and the schedule for permitting activities.
- 12. Review information Proposal Documents, Front-End Contract Documents, and other items relating to the procurement and selection of the CM/GC with Owner, all being prepared, managed, administered, and implemented by Engineer, with respect to effects on the Project design, schedule, and construction, and take such information into account as needed in the deliverables.
- 13. Review and provide to Owner (a) information regarding the status of the Preliminary Design Phase services, and (b) available engineering and technical information relevant to the CM/GC selection process.
- 14. Prepare for draft list of the Divisions 02-49 Specifications sections expected to be included in the final design.
- 15. Engineer shall prepare Division 01, General Requirements, of the Specifications, including primary drafting of those General Requirements sections concerning procedural and administrative matters with which Owner or CM/GC will be involved during construction. Such procedural and administrative sections may include, by way of typical example only, those General Requirements sections regarding applications for payment, project management and coordination, document management, work restrictions, temporary facilities and controls, construction progress schedule, submittal procedures, and execution and closeout requirements.
 - a. Engineer shall prepare a preliminary draft of the General Requirements document.
 - b. Engineer will review with Owner and CM/GC, if selected, the preliminary draft and the requested tasks and identify any additional engineering input and sections (or portions of sections) that Engineer recommends be included in the General Requirements.
 - c. If Owner consults with Engineer regarding any aspect of the procedural and administrative General Requirements that may relate to the project design, Engineer will provide appropriate engineering input.

- d. With respect to the General Requirements sections or portions of sections to be prepared by Engineer, the Engineer will consult with Owner regarding matters addressed in such Specifications that may be relevant to CM/GC's scope of services during construction and obtain Owner's input.
 - e. Engineer will prepare and provide the requested input and draft sections (or portions of sections) of the General Requirements to Owner. Owner and Engineer will work collaboratively toward completion of the General Requirements.
 - f. Engineer will make final revisions regarding procedural and administrative matters and assemble the final drafts of all General Requirements sections of the Specifications.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 3 and 4.
 - b. Task 2 – Permitting Support
 - 1) Prepare draft and final documents that identify needed permits including construction and operating permits, a reuse project plan, and an updated effluent disposal permit, and any other permits needed for the completion of the project.
 - 2) Coordinate with State officials for guidance on necessary documents for updating the effluent disposal permit.
 - 3) Provide technical criteria, written descriptions, and design data for use in filing applications for permits for approval from authorities having jurisdiction.
 - 4) Additional coordination with the State for a groundwater discharge permit.
 - c. Task 3 – Funding Support
 - 1) Evaluate potential funding sources (up to 6 sources of funding) and provide recommendations.
 - 2) Draft final memoranda detailing findings of potential funding sources.
 - 3) Assist in the answering of questions and provide general guidance to Owner on funding applications.
 - a) Scope assumption: Engineer will not prepare or submit funding applications on behalf of the Owner.
 - 4) Prepare Funding Memorandum of Understanding
 - d. Task 4 – Survey
 - 1) Develop scope of work for land surveyor that includes survey limits for any topographic and other surveys necessary for design, format of deliverables, and permanent benchmarks on the site.
 - 2) Perform ground survey or oversee a 3rd party perform the ground survey, coordinating with the Owner throughout.
 - 3) Standardize an Eagle Mountain WWTF site datum based on the NAD83 Utah State Plane Coordinate system.
 - 4) Create conversions to standard EMC WWTF datum from previous drawing sets including: Original site drawings (Stantec, 2007), 2.4 MGD expansion (Aqua, 2020), New Headworks Building (Aqua, 2021), Solids Handling Building (JWO, 2019), Type I Ponds (Sunrise, 2020)
 - 5) Review utility maps and identify potential utility conflicts.
 - 6) Give recommendations for potholing or other methods to determine critical underground depths of utilities, if necessary.

- 7) Survey deliverables will include a unified datum and conversion factor for previous drawings, a topographic surface, and permanent benchmarks.
- e. Task 5 – Geotechnical Survey and Report
 - 1) Develop scope of work for geotechnical survey that includes at least 4 test bores and pertinent recommendations to be utilized in the design and construction of the proposed facilities.
 - 2) Perform geotechnical survey or oversee a 3rd party perform the geotechnical survey, coordinating with the Owner for access to site for the field program including drilling, logging, and sampling of borings.
 - 3) Define and evaluate subsurface soil and groundwater conditions across the site.
 - 4) Prepare (or oversee preparation from 3rd party of) draft and final reports that detail findings of subsurface conditions and recommendations for design.
- f. Task 6 – Technical Design Criteria
 - 1) Confirm with the City that the project goals are the capability of the WWTF to have 6.0 MGD additional capacity that complies with DEQ effluent targets.
 - 2) Develop design criteria for unit processes using the selected technology and synergy plans from Study and Report Phase (Phase 020).
 - 3) Perform engineering calculations and process models (non-calibrated) that support design decisions.
 - 4) Estimate WAS levels the recommended technology will produce and, if required, evaluate digestion options.
 - 5) Evaluate process intensification systems or media that could be incorporated into design.
 - 6) Use process models to calculate tank sizing, if necessary, for selected technology.
 - 7) Model new facilities in 3D capable software and present a virtual tour of proposed facilities during a workshop.
- g. Task 7 – Electrical Analysis
 - 1) Evaluate WWTF site electrical capacity including the site emergency power requirements. Determine if the expansion upgrades will require new service from Rocky Mountain Power (RMP).
 - 2) Coordinate with RMP if new electrical loading is required. Provide RMP with transformer sizing requirements.
 - 3) If a new transformer is needed, coordinate pre-procurement of the new transformer.
 - 4) Give recommendations on generator configuration, new electrical room sizing, and synergy with new service from RMP (if needed).
 - a) Scope assumption: Engineer will not design a new transformer, as this is typically performed by electrical providers. Engineer will only provide the required sizing requirements to RMP.
- h. Task 8 – Preliminary Design Report
 - 1) Prepare Draft and Final versions of a preliminary design report that includes the following:
 - a) Final design criteria, engineering calculations, and process model results.
 - b) Site conditions and characterizations.
 - c) Preliminary drawings (conceptual design level).
 - d) Preliminary list of expected specifications.
 - e) Written descriptions of the project.
 - f) Existing hydraulic profile with the unified EMC WWTF datum and new hydraulic profile including proposed improvements.

- g) Recommended changes to final design schedule, if any, and estimated construction schedule.
 - h) Summary of Task 7: Electrical Analysis.
 - i) Discussion of alternate project delivery methods and recommendations based on City staff preference and Engineer's past experience.
 - j) Rework of basis of design and flows and loads calculations based on 6 MGD additional capacity.
 - k) Submit Preliminary Design Report to applicable State of Utah agencies.
 - i. Task 9 – Preliminary Bid Packages
 - a) Equipment pre-procurement recommendations.
 - b) Up to five (5) pre-procurement packages for large equipment selection decisions.
 - c) If determined in the Study and Report Phase (Phase 020) or Preliminary Design Phase (Phase 030) or during workshops or other communications with the Owner, it may be beneficial to prepare bid packages for some upgrades separate from a single large bid package. Possible Preliminary Design Phase bid packages include:
 - (1) Internal Mixed Liquor Recycle (IMLR) pump, drawings and specifications
 - (2) Headworks screens, drawings and specifications
 - (3) Winter storage pond conversion, drawings and specifications
17. Perform or provide the following other tasks or deliverables in support of CM/GC's selection process:
- a. CM/GC Selection
 - 1) Develop preliminary CM/GC selection documents and coordinate documents with Owner.
 - 2) Lead one (1) CM/GC pre-selection meeting.
 - 3) Prepare one (1) CM/GC selection package.
 - 4) Prepare and publish advertisements for selection in accordance with applicable State laws.
 - 5) Assist Owner in administering advertisements for selection.
 - 6) Receive and respond to questions from plan holders and issue addenda to selection documents as needed.
 - 7) Coordinate with Owner to establish a CM/GC selection committee.
 - a) Up to two (2) Engineer personnel will be available to participate in the CM/GC selection committee.
 - 8) Assist Owner in establishing CM/GC selection scoring criteria.
 - 9) Receive CM/GC submittal packages and distribute to the selection committee.
 - 10) Coordinate selection committee scoring and recommend a short-list for CM/GC interviews.
 - 11) Conduct site visits with shortlisted CM/GC candidates.
 - a) Assumes up to three (3) CM/GC candidates.
 - b) Owner to assist Engineer with site visits.
 - 12) Coordinate the scheduling of interviews and participate in the CM/GC interview process.
 - 13) Summarize CM/GC interview scoring and provide a letter of recommendation for award.
 - 14) Attend the City Council meeting to present the recommendation of award.
 - b. CM/GC Deliverables
 - 1) CM/GC procurement documents with addenda.

- 2) Summary of CM/GC scoring.
 - 3) Letter of recommendation for award of CM/GC agreement.
18. Furnish the Preliminary Design Report and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in this amendment and review the deliverables with Owner.
 19. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. In providing services under the Preliminary Design Phase, the Engineer will assume that in the Final Design Phase that follows, the scope of CM/GC's Work will be divided into multiple Work Packages, which will subsequently be authorized for construction in Work Authorizations, using fast-track design/construction strategies. Engineer's Preliminary Design Phase services should avoid actions that would reduce the CM/GC's and Engineer's flexibility in structuring the Work Packages and establishing fast-track strategies during the next phase of services.
 - D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Report, as revised and associated documents, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this amendment, Engineer and Owner will await receipt of CM/GC's priority input and advice regarding the Preliminary Design Report's content concerning coordination of the Work, and CM/GC's recommendations regarding Work Packages and fast-tracking.
- B. The Work designed or specified by Engineer will be performed or furnished by Subcontractors to the CM/GC, or on a self-perform basis by CM/GC, under multiple Work Packages. Upon Owner's receipt of CM/GC's recommendations regarding Work Packages and fast-tracking, Owner, CM/GC, and Engineer, working collaboratively, will finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.
- C. Mandatory Amendment of the Agreement
 1. Owner and Engineer will develop a revised schedule for performance of Engineer's services during the Final Design, Construction, and Post-Construction Phases in order to properly sequence and coordinate such services, especially with respect to design revisions, if any, needed in response to coordination of the Work, and regarding the finalization of the number, scope, and schedule for multiple Work Packages.
 2. Owner and Engineer will discuss, resolve, and document in a mandatory Amendment to this Agreement the revisions to Engineer's scope of services, compensation, through application of the provisions regarding Additional Services, or otherwise, and the time for completion of Engineer's services, resulting from: (1) specific modifications to the Project, (2) changes, refinements, or supplementation of the Baseline Information; (3) the revised schedule for Engineer's services developed under Paragraph C.1, (4) CM/GC input and advice regarding coordination of the Work and the resulting need for design

revisions; and (5) CM/GC's recommendations regarding Work Packages and fast-tracking.

3. If Owner and Engineer are not able to reach agreement regarding the mandatory Amendment described above, then the Agreement between Owner and Engineer will terminate, subject to the payment provisions applicable to a termination for Owner's convenience.
- D. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CM/GC, in accordance with the Preliminary Design Report, as revised, and other Preliminary Design Phase deliverables. In preparing such final Drawings and Specifications, Engineer shall consider the mandatory Amendment referred to above; CM/GC's priority input and advice regarding coordination of the Work; and the results of the Cost of the Work review, constructability, and value engineering processes described below. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables schedule in this amendment:
1. First Interim Design (60% Design) draft of all Drawings and Specifications.
 2. Second Interim Design (90% Design) draft of all Drawings and Specifications, addressing Owner and CM/GC comments, as appropriate, and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner and CM/GC comments, as appropriate; complete the design; are suitable for estimating and pricing by prospective construction contractors; and are complete and ready for construction.
- E. In preparing the Specifications, and any other documents that are part of Engineer's scope of services, Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting the Specifications and other Project documents.
- F. During the Final Design Phase, the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This will include:
1. Review and analysis of input and advice from CM/GC, based on CM/GC's priority review of the Preliminary Design Report, regarding coordination the Work, and performing the services assigned to Engineer under the Underground Facilities Procedure.
 2. Addressing required and proposed activities or mitigations identified in the analysis of the Work as having an impact on the final design and considering such in preparing the Drawings and Specifications.
- G. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update the permit document created in Preliminary Design Phase for Final Design.
 - b. Prepare and assist Owner with the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) **Utah Department of Environmental Quality (DEQ) / Division of Water Quality (DWQ)**
 - 2) **City Building Department – Building Permit / Code Review**
 - 3) **Other permits as necessary for construction of the project.**

- c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the CM/GC Contract Documents the permits and approvals for which CM/GC will be responsible, including work permits, building permits, and other permits and approvals that will be CM/GC's responsibility; and, in addition, indicate those permits initially obtained by Owner for which CM/GC will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Owner, CM/GC, and Engineer will participate in a collaborative process with respect to the determination of probable Cost of the Work during the Final Design Phase:
 - a. At the commencement of the Final Design Phase the Engineer will furnish a copy of the Preliminary Design Report, as revised, to Owner and CM/GC.
 - b. CM/GC will review the design information presented in the Preliminary Design Report and prepare CM/GC's own independent opinion of the Cost of the Work based on such design information. If CM/GC's independent opinion of probable Cost of the Work differs substantially from the opinion of probable Cost of the Work in the Preliminary Design Report, CM/GC will confer with Engineer regarding CM/GC's cost opinion, investigate the reasons for the difference and confirm the cost opinion or, if appropriate, modify such opinion.
 - c. Promptly after Engineer submits the First Interim Design (60% Design) draft and subsequently after submittal of the Second Interim Design (90% Design) Phase draft, CM/GC will update its opinion of probable Cost of the Work based on the interim design set forth in the draft.
 - d. Engineer will review the opinions of probable Cost of the Work prepared by the CM/GC, and provide comments based on information obtained during the design.
 - e. Owner will monitor opinions of probable Cost of the Work and provide Owner's perspective to Engineer.
 - f. Unless instructed otherwise by Owner, Engineer is entitled to rely on the CM/GC's Cost of the Work opinions and will take such opinions into account as Engineer finalizes the design.
 4. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 5. Review the preliminary schedule for the Construction Phase prepared by the CM/GC in consultation with Owner and advise Owner of impacts on the schedule for preparing the Drawings and Specifications.
 6. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

- a. First Interim Design (60% Design) review meeting at Owner's office.
 - b. Second Interim Design (90% Design) review meeting at Owner's office.
 - c. Final Drawings and Specifications (100% Design) review meeting at Owner's office.
 - d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
7. Constructability review performed by CM/GC
- a. Prescribe the processes and procedures to be used by CM/GC to make review comments with respect to the in-progress design documents under review.
 - b. Provide qualified and timely input, response, and advice on one set of constructability review recommendations presented by the CM/GC during the Final Design Phase.
 - c. If the constructability review recommendations suggest revisions to the Drawings or Specifications, revise the Drawings and Specifications to the extent such recommendations are acceptable and revisions are appropriate, in Engineer's professional judgment, based on consistency with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations.
8. Value Engineering
- a. In collaboration with Owner and CM/GC, participate in a Value Engineering review at the completion of the first draft of the Interim Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the Owner or reduce costs. Such studies will identify potential design changes which could reduce construction costs or increase the value of the Project by more than the cost of implementing such changes. The cost of implementing change will include design fees to be paid to the Engineer for making such changes. Engineer will furnish such estimated design cost information to Owner.
 - b. Evaluate proposed alternatives in value engineering studies for overall cost, ability to implement the changes, technical analysis, and the impact of changes on the overall Project. Engineer will respond, and the final report will include Engineer's opinion as to the merit of the proposed changes, and Engineer's estimated fee to implement the proposed changes.
 - c. As directed by Owner, revise the final design to incorporate value engineering proposals accepted by Owner, provided the design changes will be consistent with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations. Costs for making design revisions recommended by the Owner are Additional Services.
9. Perform or provide the following other Final Design Phase activities or deliverables:
- a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 5 and 6.
 - b. Task 2 – Finalize Design Criteria
 - 1) Confirm with Owner the final design criteria.
 - 2) Confirm with Owner that the final design criteria is to have 6.0 MGD additional capacity on an average daily flow basis, treated to Type I effluent standards and DEQ effluent permit standards.

- 3) Design facilities and improvements in each discipline. Drawings will likely include but are not limited to the following:
 - a) Civil - Existing Conditions, Survey Control, Demolition Plan, Site Plan, Yard Piping, Pipe Schedules, Utility Plans, Pipe Profiles (Plant Water, Sewer, Storm), Drainage, Paving, Grading, Roads, Standard Details.
 - b) Structural - Foundation Views, Roof and Elevation Views, Plan, Section, Isometric Views, Handrailing, Reinforcement Schedule, Concrete, Metals, Standard Details
 - c) Process - Process Flow Diagram, Basis of Design, Hydraulic Profile, Plan, Section, and Isometric Views, Process Schedules, Standard Details.
 - d) Mechanical – Plumbing, Heating/Ventilation/Air Conditioning (HVAC), Plan and Section Views, Standard Details
 - e) Electrical – Electrical Site Plan, One-Line Diagrams, Floor Plans, Motor Control Centers, New Electrical Building Design, Generator Design, Details, Conduit, Schedules.
 - f) Architectural – Confirmation that design elements (doors, windows, insulation, etc.) adhere to applicable building codes, drawings and specifications as needed.
 - g) Instrumentation & Controls -Provide Functional Descriptions of controls needed for new expansion elements. Coordination with those performing the programming.
- c. Task 3 – 60% Design Package
 - a) Prepare drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate planning level scope, extent, and character of the work to be completed.
 - c) Prepare applicable technical specifications.
 - d) Opinion of CM/GC's Guaranteed Maximum Price (GMP) at 60% design level.
 - e) Incorporate Value Engineering input and constructability input from CM/GC.
- d. Task 4 – 90% Design Package
 - a) Incorporate comments from Owner for drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate detailed design level scope, extent, and character of the work to be completed by a contractor.
 - c) Incorporate Value Engineering input and constructability input from CM/GC.
 - d) Prepare applicable technical specifications and front-end specifications.
 - e) Opinion of Probable Construction Cost (OPCC) at 90% level.
 - f) Submit package to applicable State of Utah agencies for review.
- e. Task 5 – 100% Design Package
 - a) Incorporate State agency comments and Owner comments into final drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate construction level scope, extent, and character of the work to be completed.
 - c) Final Project Manual with bid-ready Front-End specifications and technical specifications.
 - d) Final OPCC.

- f. Task 6 – Supporting Tasks
 - a) Assist Owner with applications for permits and other approvals. Update and finalize as necessary permits document.
 - b) Review preliminary construction schedule and recommend changes, if any.
 - c) Assemble known reports and drawings of site conditions which bidders may need.
 - d) Coordinate utility conflicts with utility providers and provide recommendations for resolving utility conflicts.
- g. Task 7 – Reimbursable Expenses
 - a) Site Visits, including tours of facilities showcasing potential technologies to be used in design.
 - b) Mileage at current IRS rates.
 - c) All other reimbursable expenses as indicated in the reimbursable rate schedule.
- h. Task 8 – 30% Design Package (*out of order due to addition into this amendment*)
 - a) Prepare drawings and specifications list sufficient to have substantial CM/GC review and design input.
 - b) Drawings will indicate site layout for 12 MGD MBR buildout, with Phase I outlining 6 MGD facilities.
 - c) Civil, Process, Structural, Electrical, Mechanical, Architectural review of preliminary design changes.
- i. Task 9 – CM/GC Support
 - a) Review Utah Administrative Code and any other regulatory requirement needed to be followed for CM/GC procurement.
 - b) Attend workshops and stakeholder strategy meetings for CM/GC related discussions.
 - c) Prepare draft RFP based on EJCDC template, using Water and Wastewater Collaborative Delivery Association Handbook guidance.
 - d) Perform outreach to potential contractors for CM/GC services.
 - e) Participate on the Selection Committee, including preparing interview questions.
 - f) Prepare Phase I (pre-construction) award recommendations.
 - g) Review and give opinion on CM/GC value engineering and constructability/sequencing plan.
 - h) On-Site CM/GC coordination.
 - i) Develop Bid Alternatives if CM/GC price items are not suitable.
 - j) Give Phase II (construction) award recommendation.
 - k) Conduct design package review meetings with Owner and CM/GC.
 - l) CM/GC Guaranteed Maximum Price
 - (1) Review CM/GC's GMP submittals at 60%, 90%, and 100% design milestones.
 - (2) Review CM/GC's "bidding" approach and assist in vetting of bidders with CM/GC.
- j. Final Design (Phase 040) Scope Assumptions
 - a) No design of a new administrative building.
 - b) No design of a reverse osmosis system.
 - c) No design of additional offsite rapid infiltration basins (RIB).
 - d) No design of additional storm water retention or detention basins.
 - e) No design for re-grading entire WWTF site. It is assumed that proposed facilities can be graded to tie into existing grades.

- f) No re-design of 1.0 MGD tertiary treatment train designed by JWO/AE2S in 2024. Proposed design will utilize the flexibility of the tertiary building.
- g) No programming included in design.
- h) Controls design will only incorporate the expansion elements, or any retrofit needed, due to the expansion design decisions. No controls re-design of entire WWTF site.

H. Engineer shall complete the Final Design Phase as follows:

- 1. Pursuant to the requirements of the Deliverables schedule in this amendment, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications; review and comment on the most recent opinion of probable Cost of the Work; and any other Final Design Phase deliverables, and review the deliverables with Owner.
- 2. Revise the Final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Design Phase deliverables, as revised.
 - a. Deliverables
 - 1) First Interim (60% Design) Deliverable Milestone
 - a) 60% Drawings
 - b) 60% Specifications (refined Table of Contents (TOC) with key specification sections)
 - 2) Second Interim (90% Design) Deliverable Milestone
 - a) 90% Drawings
 - b) 90% Specifications
 - 3) Final Design (100%) Deliverable Milestone
 - a) 100% Drawings
 - b) 100% Specifications

1.05 CM/GC Procurement and Coordination Phase

- A. When the design, or a specific portion of the design, is ready for CM/GC to present to prospective Subcontractors for pricing (or in the case of CM/GC self-performance of Work, for pricing by CM/GC), CM/GC will conduct a construction procurement process to select qualified Subcontractors (or commit to CM/GC self-performance). During CM/GC's construction procurement process, Engineer shall:
 - 1. Provide information, responses, technical descriptions, or assistance requested by CM/GC or Owner in the course of preparing or reviewing bidding-related documents or requests for proposals, or in their review of requests for information, bids, proposals, or negotiations with prospective Subcontractors, as related to the final design documents prepared by or for the Engineer, or as related to engineering or other technical matters.
 - 2. Clarify, correct, or change the final design documents prepared by or for Engineer in response to questions raised by prospective Subcontractors and transmitted to Engineer by CM/GC. Addenda used in CM/GC's construction procurement process will be issued by CM/GC.
 - 3. Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective Subcontractors and transmitted to Engineer by

CM/GC, provided that the CM/GC's construction procurement process allows such proposals prior to award of subcontracts for the Work.

4. Perform or provide the following other tasks or deliverables in support of CM/GC's procurement process:
 - 1) Attend pre-bid meetings with CM/GC and Owner.
 - 2) Prepare and issue up to three (3) addenda as appropriate to clarify, correct, or change the issued documents.
 - 3) Respond to Requests for Information (RFIs) from potential bidders that will be providing bids to CM/GC.
 - 4) Attend bid opening meeting with CM/GC and Owner.
 - 5) Consult with the CM/GC and Owner as to the qualifications of subcontractors, suppliers, or other entities associated with the bidders.
 - 6) Assist CM/GC and Owner with preparation of bid tabulation sheet in evaluating bids or proposals.
 - 7) Assist Owner with negotiation of the GMP.
 - 8) Coordinate with Owner's legal counsel to develop CM/GC construction agreement.
 - 9) Summarize GMP and provide a letter of recommendation for acceptance of GMP.
 - 10) Attend a City Council meeting to present the recommendation of acceptance of the GMP.
- b. CM/GC Deliverables
 - 1) Letter of recommendation for award of CM/GC GMP.
5. This Phase will be considered complete upon CM/GC's award of construction subcontracts for the Work.

1.06 Construction Phase

- A. Upon issuance by Owner of the first Work Authorization, and after issuance by Owner of any instructions to Engineer or CM/GC for specific modifications or changes in the scope, extent, character, design, schedule, number of Work Packages, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation, through application of the provisions regarding Additional Services, or otherwise, or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in this section including Submittal review and Shop Drawing review. With the exception of such expressly required services, Engineer shall have no design obligations during construction.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in this amendment. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Contract Documents.

- B. While construction is occurring, Engineer shall provide the following services:
1. Engineer's services in support of the General Administration of CM/GC Contract—Consult with Owner and CM/GC as provided in this Agreement and the CM/GC Contract. Unless otherwise set forth in the scope of Basic Services, as duly modified, the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® CM/GC-700, Standard General Conditions of the Construction Manager / General Contractor Contract (2023) (**Standard General Conditions of the CM/GC Contract**).
 - a. Except as otherwise provided in the CM/GC Contract, Owner's communications to CM/GC will be issued through Owner. Engineer shall be copied on emails to the CM/GC pertaining to the project.
 - b. If the construction-related responsibilities of Engineer as set forth in the CM/GC Contract are greater than those Construction Phase services expressly required of Engineer, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the CM/GC Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity, other than Engineer, responsible for the additional responsibilities in the CM/GC Contract.
 - c. If Owner, or Owner and CM/GC, modify the construction-related duties, responsibilities, and authority of Engineer in the CM/GC Contract, or modify other terms of the CM/GC Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated CM/GC Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - d. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. Field Office—Engineer will be based in a field office at the Site in a field office furnished by the CM/GC. The field office will be maintained at CM/GC's expense, and will include reasonable furnishings, all required temporary utilities, including internet service, and facilities and be secured for Engineer's use.
 3. Selection of Independent Testing Laboratory—Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference—Participate in a pre-construction conference prior to commencement of Work at the Site; prepare notes regarding items which might require clarification or modifications to the Contract Documents; attend initial conferences associated with each subsequent Work Authorization.
 5. Electronic Transmittal Protocols—If the CM/GC Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and CM/GC shall jointly develop such protocols.
 6. Signed and Sealed Documents—Provide to Owner at least one record version of the Drawings and Specifications, signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations, for Owner to maintain and safeguard during the Construction Phase.

7. Schedules—Receive from Owner, for Engineer's information only, copies of accepted schedules that CM/GC has submitted to Owner, including the progress schedule, schedule of submittals, and schedule of values.
8. Permits—Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use in obtaining permits and licenses, or to provide to CM/GC for its use in obtaining required permits and licenses delegated to CM/GC by Owner.
9. Visits to Site and Observation of Construction. In connection with observations of CM/GC's Work while it is in progress:
 - a. Periodic Site visits. Make visits to the Site on a monthly basis to observe, as an experienced and qualified design professional, the CM/GC's executed Work. Such periodic visits are included in Basic Services.
 - b. Periodic attendance at progress meetings. Attend periodic construction progress meetings at the Site, as an observer and to furnish engineering/technical support. Such meetings will be held on a monthly basis, and Engineer's attendance on that basis is included as part of Basic Services.
 - c. Additional site visits. Make visits to the Site (1) as requested by the Owner, and (2) as necessitated by Engineer's status as engineer of record. All visits made upon request of Owner, or as engineer of record, and all periodic site visits or attendance at progress meetings in excess of those included as Basic Services will be Additional Services.
 - d. Such visits and observations by Engineer, whether periodic or additional, or in connection with construction progress meetings, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer will make a report of each visit to the Site, summarizing Engineer's general observations and any significant findings.
 - e. The purpose of Engineer's visits to the Site, if any, or attendance at meetings at the Site, if any, will be to enable Engineer to better carry out the limited duties and responsibilities assigned to it by this Agreement and undertaken by Engineer during the Construction Phase. Engineer will not, during such visits or meetings, or as a result of any observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents. In addition, Engineer shall not be responsible for representation of Owner at the Site.
10. Defective Work—If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Contract Documents, Engineer will promptly issue written notice to Owner of such defective Work. Such notice will communicate the scope, extent, to Engineer's understanding, of the defect, and associated provisions of the Contract Documents.

- a. Provide recommendations to Owner regarding whether CM/GC should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Contract Documents. Engineer will give notice to CM/GC regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner, or Engineer's decision to exercise or not exercise such authority, will not give rise to a duty or responsibility of the Engineer to CM/GC, its Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for CM/GC's or Subcontractors' safety precautions and programs incidental to the Work.
11. Compatibility with Design Concept—If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations—With reasonable promptness, render a written clarification or interpretation on Drawings or Specifications brought by either the Owner or CM/GC. If in agreement with Owner, initiate an amendment or supplement to the Drawings or Specifications, as needed.
13. Non-reviewable Matters—If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Contract Documents that do not involve (a) the performance or acceptability of the Work under the Contract Documents, (b) the design, as set forth in the Drawings, Specifications, or otherwise, or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner that Engineer will not provide a decision or interpretation.
14. Field Orders—Subject to any limitations in the Contract Documents, at the request of Owner the Engineer will review and approve Field Orders requiring minor changes in the Work.
15. Change Orders and Work Change Directives—Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each Change Proposal received from Owner and, within 30 days after receipt of the CM/GC's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and CM/GC. If the Change Proposal does not involve the design, as set forth in the Drawings, Specifications, or otherwise, the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the Owner that the Engineer will not address the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
17. Differing Site Conditions—Respond to any CM/GC notice of differing site conditions, including notices of conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings,

conclusions, and recommendations for Owner's use, subject to limitations of Engineer's obligations under this Agreement.

18. CM/GC's Submittals—Review and approve or take other appropriate action with respect to required CM/GC Submittals presented to Engineer by Owner, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any duly accepted CM/GC's Submittal schedule providing a workable arrangement for Engineer's review and processing of the required Submittals.
19. Substitutes and "Or-equals"—Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposals forwarded by Owner, but subject to the provisions of Additional Services.
20. Inspections and Tests
 - a. Receive from Owner and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to CM/GC requests, forwarded by Owner, for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Owner that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Owner direct CM/GC to uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the CM/GC Contract, request additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. CM/GC's Applications for Payment—Based on Engineer's observations of the Work, as an experienced and qualified design professional, respond to requests from Owner regarding CM/GC's compliance with the requirements of the Drawings and Specifications, in the context of CM/GC's Applications for Payment.
22. Completion of Work under a Work Authorization—Promptly after notice from Owner that CM/GC considers the Work under a Work Authorization complete, visit the Site in company with Owner and CM/GC to review the Work and determine the status of completion. Assist Owner regarding any remaining engineering or technical matters concerning the Work Authorization.
23. Substantial Completion—Promptly after notice from Owner that CM/GC considers the entire Work ready for its intended use, visit the Site in company with Owner and CM/GC to review the Work and determine the status of completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion. Provide similar services with respect to

Substantial Completion of a part of the Work as set forth in the General Conditions, Paragraph 15.04.

24. Other Tasks—Perform or provide the following other Construction Phase tasks or deliverables:

a. **Submittal, including Shop Drawing review for conformance with the Final Design documents.**

25. Completion and Acceptability of the Work—After notice from Owner that CM/GC has given notice that the Work is complete:

- a. visit the Site with Owner and CM/GC to determine if the Work is in fact complete and acceptable;
- b. notify Owner of any part of the Work that is found during the visit to be incomplete or defective;
- c. upon request, assist Owner with technical or engineering issues in connection with the procedures in the CM/GC Contract regarding Owner's review and response to CM/GC's application for final payment and accompanying documentation; and
- d. if Engineer is satisfied that the Work is complete and acceptable, sign a notice addressed to Owner and CM/GC using Notice of Acceptability of Work—CM/GC, stating that the Work is acceptable, subject to the provisions of the Notice and this Agreement, within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement, and deliver such signed notice to Owner, for Owner's signature and distribution to CM/GC in connection with the final Application for Payment by CM/GC.

26. Standards for Certain Construction-Phase Decisions—Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the CM/GC Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or CM/GC, and will not be liable to Owner, CM/GC, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- C. Duration of Construction Phase—The Construction Phase will commence with the issuance of the first Work Authorization and will terminate upon written recommendation by Owner for final payment to CM/GC. Because the CM/GC Contract will include multiple Work Authorizations, the Engineer's Construction Phase services may be rendered non-sequentially, at different times in respect to the separate Work Authorizations. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of CM/GC as set forth in the CM/GC Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with CM/GC concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the CM/GC Contract's correction period to ascertain whether any portion of the Work or the repair of

any damage to the Site or adjacent areas is defective and therefore subject to correction by CM/GC.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **Preparing Record Drawings and furnishing such Record Drawings to Owner.**
 - b. **Review and comments of operation and maintenance (O&M) manuals provided by CM/GC.**

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this amendment, will terminate 12 months after the commencement of the CM/GC Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services as indicated in this amendment.
 1. Substantive design and other technical services in connection with (a) Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner, and (b) recommendations set forth in constructability reviews and value engineering studies conducted by CM/GC.
 2. Services essential to the orderly progress of the Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual proposers or contractors and including:
 - a. revising Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the CM/GC Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the CM/GC Contract; and
 - d. providing to the CM/GC or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by CM/GC.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this amendment, or otherwise in this amendment; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses, but not including the design-related services already assigned to Engineer as a Basic Service.
7. Services, other than Basic Services during the Post-Construction Phase in connection with any partial utilization of the Work by Owner prior to Substantial Completion of the Work as a whole.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from CM/GC or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other CM/GC submittal more than three times, as a result of repeated inadequate submissions by CM/GC.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or CM/GC's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Preparing for, coordinating with, participating in, and responding to multiple constructability reviews and value engineering studies conducted by CM/GC, in excess of the response to one constructability review and one value engineering study, required as a Basic Services.
14. Preparing for, coordinating with, participating in, and responding to input from CM/GC during the Study and Report Phase or Preliminary Design Phase.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents, in addition to those furnished under Basic Services, for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. all-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies, such as those that include projections of output capacity, utility project rates, project market demand, or project revenues, and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing;
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more Work Authorizations than specified in this amendment.

- b. Services to arrange for performance of construction services for Owner by contractors other than CM/GC and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- 14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, not including reviews conducted by Owner, including, but not limited to, independent cost estimating and project peer review; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such independent review processes.
- 15. Preparing Proposal Documents; preparing pre-qualification procedures and documents; participating in pre-qualifying prospective Proposers; and preparing Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and CM/GC.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement.
- 19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of CM/GC, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 20. **Not Used.**
- 21. Supplementing Record Drawings with information regarding the completed Project, Site, and adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 22. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from CM/GC, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- 23. **Not Used.**
- 24. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- 25. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 26. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 27. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project, but not including disputes between Owner and Engineer.

28. Providing construction surveys and staking to enable CM/GC to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring CM/GC's compliance with warranties and guarantees called for in the CM/GC Contract, except as agreed to under Basic Services.
31. Additional site visits, including but not limited to additional periodic visits, or attendance at construction progress meetings or workshops, in excess of those visits, meetings, or workshops required under Basic Services; and additional visits made at Owner's request, or as Engineer of Record.
32. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

NOTICE OF THE ACCEPTABILITY OF THE WORK

Project No. _____

Owner: _____

Engineer: _____

CM/GC: _____

Project: _____

Contract Name ("Contract"): _____

Notice Date: _____ Effective Date of the Contract: _____

In support of its recommendation of payment of the CM/GC's final Application for Payment, the Owner hereby gives notice to the CM/GC, with Engineer's express approval, that the Work furnished and performed by CM/GC under the Contract is acceptable, expressly subject to the provisions of the Contract Documents, and the Agreement between Owner and Engineer for Professional Services ("Owner-Engineer Agreement"). This Notice of the Acceptability of the Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. Engineer's express approval of this Notice has been granted with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional opinion of Engineer.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services that Engineer has been employed by Owner to perform or furnish during construction of the Work, and applies only to facts that are within Engineer's respective knowledge, or could reasonably have been ascertained by Engineer, respectively, as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement and as amended.
5. This Notice is not a guarantee or warranty of CM/GC's performance under the Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of CM/GC to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve CM/GC of any surviving obligations under the Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

	Approved by Engineer	Issued by Owner
By (signature):	_____	_____
Name (printed):	_____	_____
Title:	_____	_____

B. Modifications to times for rendering services shall be as follows:

ARTICLE 3—MODIFICATION OF TIMES FOR RENDERING SERVICES

3.01 CM/GC Proposed Schedule

A. The original Agreement is amended and supplemented by the following schedule. This schedule is tentative and subject to change. The dates are only preliminary estimates but are used to outline anticipated progress. Workshops dates will be scheduled collaboratively between Engineer and Owner outside this amendment.

Advertise Request for Proposals (RFP)	October 7, 2025
Interviews	November 5, 2025
Recommend Award	November 18, 2025 (Council)
Contract Negotiation	November 2025
30% Design Review	January 6, 2026
Early Out packages	January 2026
60% Design Review	March 2, 2026
90% Design Review	May 19, 2026
100% GMP	June 2026
Substantial Completion	Summer 2029

C. Modifications to payment to Engineer for services shall be as follows:

ARTICLE 4—MODIFICATION OF PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES BASIC SERVICES—STANDARD HOURLY RATES.

4.01 Compensation for Basic Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for additional fee for the amended Basic Services as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this amendment.

B. The amendment compensation for such services is estimated to be **\$1,943,049.00** based on the following estimated distribution of compensation:

1. Bidding Phase (original agreement)	(\$ 25,110)
2. Preliminary Design Phase	\$ 192,707
3. Final Design Phase	\$1,487,660
4. CM/GC Procurement and Coordination Phase	\$ 89,280
5. Construction Phase	\$ 198,512

C. The amended Agreement Summary is as follows:

Original Agreement Amount:	\$2,265,385
Net Change for Prior Amendments:	\$ 0
This Amendment Amount:	\$1,943,049
Adjusted Agreement Amount:	\$4,208,434

- D. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner.
- E. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
- F. The amounts billed for Engineer's services will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

4.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in this amendment when applicable.
- B. Reimbursable Expenses include the expenses identified in this amendment and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and

maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.05].

4.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of [1.05].
- B. Factors – The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to Engineer.
 - 2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

4.04 Compensation for Additional Services—Standard Hourly Rates Method of Payment

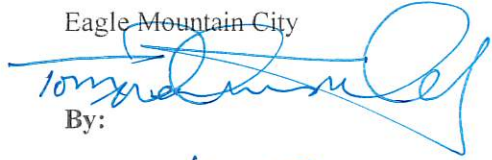
- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly in providing Additional Services, except for services as a consultant or witness, which if needed will be separately negotiated based on the nature of the required consultation or testimony, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
 - 2. Compensation for Reimbursable Expenses and Other Provisions Concerning Payment shall be the same as defined under the Compensation for Basic Services.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is October 1, 2025

OWNER:

Eagle Mountain City



By:

Date: 10/1/2025

Name: Tom Westmoreland

Title: Mayor

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By:

Date:

Name: Grant L. Meyer

Title: Chief Executive Officer

ATTEST:

BY:


CITY RECORDER

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is October 1, 2025

OWNER:

Eagle Mountain City

By:

Date:

Name:

Title:

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By: Grant L Meyer
Grant L Meyer (Oct 17, 2025 05:12:17 CDT)

Date: 10/17/2025

Name: Grant L. Meyer

Title: Chief Executive Officer

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	I&C Assistant 1	\$108.00
Administrative 2	\$85.00	I&C Assistant 2	\$134.00
Administrative 3	\$99.00	I&C 1	\$160.00
		I&C 2	\$189.00
Communications Specialist 1	\$113.00	I&C 3	\$213.00
Communications Specialist 2	\$132.00	I&C 4	\$226.00
Communications Specialist 3	\$152.00	I&C 5	\$237.00
Communications Specialist 4	\$183.00		
Communications Specialist 5	\$202.00	IT 1	\$140.00
		IT 2	\$189.00
Construction Services 1	\$135.00	IT 3	\$232.00
Construction Services 2	\$165.00		
Construction Services 3	\$183.00	Land Surveyor Assistant	\$103.00
Construction Services 4	\$203.00	Land Surveyor 1	\$124.00
Construction Services 5	\$224.00	Land Surveyor 2	\$150.00
		Land Surveyor 3	\$169.00
Engineering Assistant 1	\$91.00	Land Surveyor 4	\$186.00
Engineering Assistant 2	\$107.00	Land Surveyor 5	\$205.00
Engineering Assistant 3	\$135.00		
Engineer 1	\$146.00	Operations Specialist 1	\$108.00
Engineer 2	\$175.00	Operations Specialist 2	\$135.00
Engineer 3	\$205.00	Operations Specialist 3	\$167.00
Engineer 4	\$237.00	Operations Specialist 4	\$191.00
Engineer 5	\$254.00	Operations Specialist 5	\$214.00
Engineer 6	\$269.00		
		Project Coordinator 1	\$125.00
Engineering Technician 1	\$90.00	Project Coordinator 2	\$140.00
Engineering Technician 2	\$113.00	Project Coordinator 3	\$156.00
Engineering Technician 3	\$136.00	Project Coordinator 4	\$172.00
Engineering Technician 4	\$152.00	Project Coordinator 5	\$194.00
Engineering Technician 5	\$174.00		
		Project Manager 1	\$221.00
Financial Analyst 1	\$121.00	Project Manager 2	\$242.00
Financial Analyst 2	\$137.00	Project Manager 3	\$259.00
Financial Analyst 3	\$165.00	Project Manager 4	\$274.00
Financial Analyst 4	\$180.00	Project Manager 5	\$293.00
Financial Analyst 5	\$201.00	Project Manager 6	\$307.00
GIS Specialist 1	\$113.00	Sr. Designer 1	\$192.00
GIS Specialist 2	\$137.00	Sr. Designer 2	\$213.00
GIS Specialist 3	\$162.00	Sr. Designer 3	\$229.00
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00	Sr. Financial Analyst 1	\$227.00
		Sr. Financial Analyst 2	\$248.00
		Sr. Financial Analyst 3	\$269.00
		Technical Expert 1	\$348.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS - Survey	\$50.00/hour
Total Station - Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

10/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT WTW Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED Advanced Engineering and Environmental Services, LLC 4050 Gardenview Dr Suite 200 Grand Forks, ND 58201	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER C: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Transportation Insurance Company	20494	INSURER C: Continental Insurance Company	35289	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: Transportation Insurance Company	20494														
INSURER C: Continental Insurance Company	35289														
INSURER D: Lexington Insurance Company	19437														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W40894075**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	7015548497	10/04/2025	10/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7015548709	10/04/2025	10/04/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 0	Y	7015550752	10/04/2025	10/04/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	7015548337	10/04/2025	10/04/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
D	Professional Liability		031565569	10/04/2025	10/04/2026	Per Claim Limit: \$1,000,000 Aggregate Limit: \$3,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: P13139-2023-002 Eagle Mountain WWTP Expansion.

Eagle Mountain City is included as an Additional Insured as respects to General Liability and Umbrella/Excess Liability as required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER**CANCELLATION**

City of Eagle Mountain UT Attn: Chris Trusty 1650 E Stagecoach Run Eagle Mountain, UT 84005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 28606023

BATCH: 4148951

3902: 2 * of 2