

CITY COUNCIL REPORT



Meeting Date: August 24, 2026
 General Plan Element: *Public Utilities*
 General Plan Goal: *Provide City Utilities to meet the needs of the Public*

ACTION

Authorize Engineering Services in the Amount of \$2,275,208.00 for Booster Pump Station (BPS) 55A. Adopt Resolution 13711 authorizing Engineering Services Contract 2026-115-COS in the amount of \$2,275,208.00 with Wilson Engineers, LLC to provide design phase services for new BPS 55A.

BACKGROUND

The purpose of this action is to adopt Resolution 13711 authorizing the City to contract with Wilson Engineers, LLC for professional engineering and design services to assess and develop drawings, technical specifications, and other documents as needed for the construction of Booster Pump Station (BPS) 55A Project, henceforth referred to as the 'Project'.

The City of Scottsdale's CAP Water Treatment Plant (WTP) supplies water to four main pressure zones: Zones 3, 4, 5, and 6. The existing BPS 55A serves Pressure Zone 4 and has a firm capacity of 19.4 million gallons per day (MGD). The BPS is currently located near the south-east corner of Finished Water Reservoir No. 2, and consists of six (6) canned vertical turbine pumps with suction pipes connecting to the west side of a 36-inch pipeline loop which supplies water to multiple pump stations nearby. The existing pump cans and connections to the 36-inch suction header do not meet the current Hydraulic Institute 9.8 (HI9.8) standards, potentially decreasing the hydraulic performance and pump operational lifespan. The City expects development within Pressure Zone 4 to exceed the current capacity of existing BPS 55A and requires an expanded pump station to meet a projected firm capacity of 46 MGD.

The existing BPS has reached its operational life, does not meet current HI standards, and to accommodate system growth in Pressure Zone 4 requires additional capacity. The City will replace the existing BPS 55A with a new BPS 55A with a firm capacity of approximately 46 MGD.

The project, located at the CAP Water Treatment Plant, is intended to draw potable water from the existing 54-inch reservoir bypass pipeline located south of Finished Water Reservoir No. 2. The pipeline from Finished Water Reservoir No. 2 pipeline that currently feeds into the existing BPS 55A and Pressure Zones 2 and 3 is planned to be connected to the existing 54-inch bypass pipeline to supply the new BPS 55A.

Action Taken _____

City Council Report | Booster Pump Station 55A

The project will utilize a Construction Manager at Risk (CMAR) delivery approach. The CMAR selection will be advertised for solicitation this fiscal year (FY26-27) for this project and will include preconstruction services including but not limited to estimating, value engineering, constructability analysis, and an assessment of project delivery to identify potential ways to gain efficiency during construction.

ANALYSIS & ASSESSMENT

Recent Staff Action

In October 2024 Wilson Engineers completed a Booster Pump Station 55A Capacity Expansion Study assessing the condition with rehabilitation recommendations.

On March 9, 2026, staff prepared and publicly advertised a Request for Qualifications (RFQ) for Engineering Services to provide design services with the option of Construction Administration & Inspection (CA&I) services for the Booster Pump Station 55A Project (No. 26RFSQ-029). The city received 2 acceptable responses by the deadline of April 7, 2026. A panel of five individuals evaluated the responses and selected Wilson Engineers as the Engineer for this project. The attached matrix indicates the selection panel's final rankings.

Significant Issues to be Addressed

This is an active, existing site. Wilson Engineers will coordinate investigation and design work with City Staff.

RESOURCE IMPACTS

Available funding

Funding for this project is available in PW2601.

Project	Total Project Budget (Millions)	Funds Spent (Millions)	Remaining Budget (Millions)	Funding Sources
New Booster Pump Station 55A	31.8	0	31.8	6100-70021-PW2601 Water Rates

Staffing, Workload Impact

The contract administrator responsible for enforcing all contract provisions will be Brad Walldorf, Principal Project Manager, Transportation and Infrastructure Department.

Maintenance Requirements

No significant change in maintenance requirements will result from this action.

City Council Report | Booster Pump Station 55A

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 13711 approving License Agreement 2026-115-COS with Wilson Engineers, LLC for Engineering Services.

Proposed Next Steps

If Council adopts Resolution 13711, Wilson Engineers will proceed immediately and the process to advertise for a CMAR for construction services will commence.

RESPONSIBLE DEPARTMENT(S)

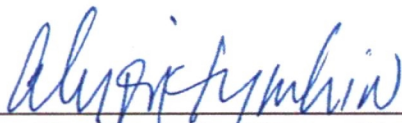
Transportation and Infrastructure, Water Resources Department

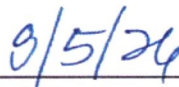
STAFF CONTACTS (S)

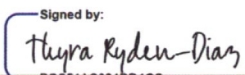
Brad Walldorf, Principal Project Manager, (480) 312-7790, bwalldorf@scottsdaleaz.gov

Levi Dillon, Principal Water Resources Engineer, (480) 312-5319, ldillon@scottsdaleaz.gov

APPROVED BY


Alison Tymkiw, Senior Director-City Engineer
(480) 312-7760, atymkiw@scottsdaleaz.gov


Date

Signed by:

Thyra Ryden-Diaz, Interim Senior Director – Water Resources
(480) 312-4327, tryden-diaz@scottsdaleaz.gov

8/5/2026
Date

ATTACHMENTS

- 1. Resolution 13711
- 2. Location Map
- 3. Evaluation Matrix
- 4. Contract 2026-115-COS

RESOLUTION NO. 13711

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2026-115-COS WITH WILSON ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR NEW BOOSTER PUMP STATION 55A PROJECT IN AN AMOUNT NOT TO EXCEED \$2,275,208

WHEREAS, the City desires to contract for engineering services for the new Booster Pump Station 55A Project; and

WHEREAS, Wilson Engineers, LLC has been selected through a competitive solicitation process (No. 26RFSQ-029) and is qualified to render the professional services desired by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute Contract No. 2026-115-COS with Wilson Engineers, LLC in an amount not to exceed Two Million Two Hundred Seventy-Five Thousand Two Hundred Eight dollars (\$2,275,208) for engineering services for the new Booster Pump Station 55A Project.

Section 2. The City Manager, or designee, is hereby authorized to execute such other documents and take such other actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____ 2026.

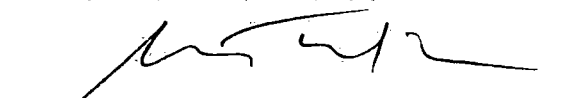
ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney
By: Lydia Tulin, Assistant City Attorney



ATTACHMENT 2					
PROJECT TITLE LOCATION MAP					
BOOSTER PUMP STATION 55A					
DEPT.	BW	DRAWN	DATE	SCALE	SHT.
T&I		JD	07/26	NTS	1 OF 1



Solicitation for Booster Pump Station 55A Design
26RFSQ029

Company	Rank
WILSON NCS	1



CITY OF SCOTTSDALE
ENGINEERING SERVICES CONTRACT
SOLICITATION NO. 26RFSQ-029
CONTRACT NO. 2026-115-COS

THIS CONTRACT, (the "Contract") is entered into this ____ day of _____, 2026, (the "Effective Date") between the City of Scottsdale, an Arizona municipal corporation, (the "City") and Wilson Engineers, LLC, an Arizona limited liability company (the "Engineer" or "Contractor").

RECITALS

- A. The Mayor of the City of Scottsdale is authorized by the City Charter to execute contracts for professional services; and
- B. The City desires to contract with Engineer for one or more individual task orders that will include, but not be limited to, the Preliminary Design, Final Design, and Post-Design Services related to the new Booter Pump Station (BPS) 55A Capital Improvement Project (CIP); and
- C. Engineer is qualified to render the services required by the City and has represented to the City the ability to provide or procure the required services, therefore, the City desires to engage Engineer for these services.

IN AND FOR CONSIDERATION of the mutual promises and obligations set forth herein, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 Scope of Services

Engineer will furnish any and all services specified in an individual Task Order for which it is issued a Task Order Notice-to-Proceed in accordance with this Contract.

Engineer must obtain all necessary information to complete the tasks specified in **Exhibit A**, attached hereto and incorporated herein by this reference, for the applicable Task Order.

1.2 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.

- B. The City will provide all necessary information to Engineer for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to Engineer.

2.0 FEES AND PAYMENTS

2.1 Fee Schedule

The fee for individual tasks performed under this contract will be negotiated on a project-by-project basis as Task Orders. The amount paid to the Engineer under this Contract for all Task Orders shall not exceed the Contract Price of Two Million Two Hundred Seventy-Five Thousand Two Hundred Eight dollars (\$2,275,208).

Engineer shall be paid at the rates as set forth in Exhibit A. Task Orders shall be negotiated using the rates in effect at the time of this Contract and billed on a time and materials basis. No lump sum fee proposals will be allowed.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to Engineer on the basis of a progress report submitted by Engineer for tasks completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for Engineer's acceptance. However, not more than 90% of the total Task Order price will be paid before City's final acceptance of a completed Task Order.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due Engineer on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

2.3 Payment Terms

The City of Scottsdale's payment terms for Engineering work under State of Arizona A.R.S. Title 34 requirements is fourteen (14) days after invoice submittal by Engineer and the work is certified and approved by the City Contract Administrator.

The City has seven (7) days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the fourteen (14) day payment term will not have commenced.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Contract Administrator

The Contract Administrator for the City will be Brad Walldorf, PE, or designee. The Contract Administrator will oversee the performance of this Contract, assist Engineer in accessing the organization, audit billings, and approve payments. Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders that are in accordance with the City's Procurement Code, as amended.

3.2 Term of Contract

The Term of this Contract is four hundred thirty (430) calendar days from the Effective Date, however, the Contract will remain in full force and effect during the performance of any outstanding Task Order(s). The Effective Date shall be the date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the City executes this Contract.

Any amendment or modification of the terms of this Contract shall be made in conformance with the City of Scottsdale Procurement Code, as amended.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of a Task Order that has not been performed by Engineer.

Termination for Convenience: The City reserves the right to terminate this Contract, in whole or in part, or abandon any portion of any Task Order for which services have not been performed by Engineer at its sole convenience and discretion, upon written notice given pursuant to this Contract. If terminated, Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination. The Contractor shall be entitled to receive just and equitable compensation for the percentage of tasks actually completed and materials accepted before the Effective Date of the termination. This compensation will be in the amount mutually agreed upon by Engineer and the City based on the Task Order and Scope of Work.

If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Task Order and Engineer's compensation will be based on this determination. The City will make this final payment within sixty (60) days after Engineer has delivered the last of the partially completed tasks. Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with seven (7) days notice for cause if Engineer defaults, or if Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator or failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to Engineer for any amount, and Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to Engineer.

If the City cancels this Contract or any part of the Contract services, the City will notify Engineer in writing, and upon receiving notice, Engineer must discontinue advancing the tasks and proceed to close all operations.

Upon cancellation, Engineer must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

If Engineer fails to fulfill in a timely and proper manner its obligations, or if Engineer violates any of the terms of this Contract, the City may withhold any payments to Engineer for the purpose of setoff until the exact amount of damages due the City from Engineer is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to Engineer at least thirty (30) days before the end of its current fiscal period and will pay to Engineer all approved charges incurred through the end of that period.

3.5 Audit

City may, at reasonable times, inspect the place of business of Contractor or its Subcontractor(s) that is related to the performance of this Contract.

City may also audit all of Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by Engineer or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of Engineer's records and personnel throughout the term of this Contract and for a period of three (3) years after the final payment.

Engineer must require all Subcontractors and material suppliers (collectively referred to as "Payees") to comply with the provisions of this Section by insertion of these requirements in a written Contract between Engineer and Payee. These requirements will apply to all Payees.

If an audit discloses overcharges by Engineer to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by Engineer. Any adjustments and payments made as a result of the audit or inspection of Engineer's invoices and records will be made within a period of time not to exceed ninety (90) days from presentation of the City's findings to Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release Engineer from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

Engineer warrants that any material or service supplied to the City shall fully conform to all requirements of this Contract and all representations of the Engineer, and shall be fit for all purposes and uses required by this Contract. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Engineer shall maintain all applicable licenses and permits. Except as expressly agreed herein, all representations and warranties made by the Engineer under this Contract shall survive the completion, expiration, and/or termination of this Contract.

Engineer will be responsible for the completeness and accuracy of its work, including but not limited to survey work, reports, supporting data, and drawings, sketches, etc. prepared by Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to Engineer. Additional construction added to the project will not be the responsibility of Engineer unless the need for additional construction was created by any error, omission, or negligent act of Engineer. The City's acceptance of Engineer's work will not relieve Engineer of any of its responsibilities.

3.8 Attorney's Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach of default, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will extend to and be binding upon Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which Engineer will merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which Engineer will sell its assets, except that services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

3.10 Subcontractors

Engineer may engage Subcontractors as required for the timely completion of this Contract. If Engineer subcontracts any of the work required by the Contract, Engineer remains solely responsible for fulfillment of all the terms of this Contract. The subcontract shall incorporate by reference the terms and conditions of this Contract.

Engineer will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the City. Engineer will pay for the amount of work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. Engineer will pay Subcontractors the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to Engineer. No Contract between Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If Engineer fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions:

- A. To hold Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City by Engineer for a period not to exceed one (1) year from the completion date of the Task Order at issue; or
- D. Terminate this Contract for cause.

3.11 Alterations or Additions to Scope of Services

The total Scope of Work to be performed is stated in this Contract and any Task Orders issued thereto. Any services requested outside the Scope of Work are additional services. Engineer will not perform these additional services without a written Change Order approved by the City. If Engineer performs additional services without a written Change Order, Engineer will not receive any additional compensation.

3.12 Modifications

Any amendment or modification of the terms of this Contract must be in writing and consistent with the City of Scottsdale Procurement Code, as amended.

3.13 Conflict of Interest

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

Pursuant to A.R.S. § 38-511, as amended, the City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time.

Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.14 Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

3.15 Tax Indemnification

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type. Engineer and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Engineer. Engineer shall, and require all Subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.16 Advertising

No advertising or publicity concerning the City's use of Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3.17 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.18 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.19 Governing Law and Venue

This Contract will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona. Any action to enforce any provision of this Contract or to obtain any remedy with respect to this Contract shall be brought in the Superior Court of Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction

and venue of that Court and waives the right to have such action removed to Federal District Court.

3.20 Equal Employment Opportunity

For the duration of this Contract, Engineer represents and warrants it will comply with all applicable local, state and federal laws governing equal employment opportunities, or prohibiting employment or other discrimination based on any protected characteristic including but not limited to actual or perceived race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, or U.S. military status. City of Scottsdale Revised Code, Chapter 15 mandates contractor compliance with the policies contained therein. Engineer agrees that any violation of provision on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight. Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.21 No Preferential Treatment or Discrimination

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. To avoid the appearance of impropriety, Engineer shall not make any donation to the City, of any goods or services during the term of this Contract, unless it has specifically been approved by the City Manager or designee.

3.22 Compliance with Federal and State Laws

Engineer will familiarize itself with the nature and extent of the Contract, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work or services. Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Engineer understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, Fair Labor Standards Act, Age Discrimination in Employment Act, Family and Medical Leave Act, National Labor Relations Act, Occupational Safety and Health Act, and other local, state or federal law governing Engineer's labor and employment practices. Engineer agrees to comply with these laws in performing this Contract and to permit the City to verify

compliance. Engineer further agrees that any violation of provision on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

Engineer will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, "Residence Requirements for Employees," as amended. Engineer will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401 and Exhibit B, attached hereto and incorporated herein by this reference, Engineer warrants to the City that Engineer and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Engineer and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Engineer or any of its Subcontractors will be considered a material breach of this Contract and may subject Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of Engineer or any Subcontractor who works on this Contract to ensure that Engineer or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Engineer and any of its Subcontractors to ensure compliance with this warranty. Engineer agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider Engineer or any of its Subcontractors in material breach of this Contract if Engineer and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A), as amended. The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Section must be included in any contract Engineer enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Engineer will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. Engineer's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 Compliance with Americans with Disabilities Act

The City of Scottsdale assures full compliance with Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990 (ADA), and other related authorities in all of its programs and activities. The City's Title VI and ADA Programs require that no person shall, on the grounds of race, color, national origin and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. This policy is also applicable to contractors and or consultants conducting work on behalf of the City.

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Israel Boycott/Forced Labor Prohibition

By executing this Contract, Engineer certifies that it is not currently engaged in and will not for the duration of this Contract engage in boycott activity proscribed by A.R.S. § 35-393, *et seq*, as amended.

Pursuant to A.R.S. § 35-394, as amended, Engineer warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Engineer becomes aware during the term of this Contract that Engineer is not in compliance with this Section, Engineer shall notify the City within five (5) business days after becoming aware of the noncompliance. The failure of Engineer to provide a written certification that Engineer has remedied the noncompliance within one hundred eighty (180) days after notifying the City of its noncompliance will result in automatic termination of this Contract, unless an earlier contract termination, cancellation, or expiration date applies.

3.25 Evaluation of Engineer's Performance

Engineer will be evaluated regarding its performance of this Contract. This evaluation may include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination

- Technical Expertise
- Organization
- Appearance of Plans (line work, lettering, etc.)
- Working Relationship with City Staff and Others
- Availability
- Communication Skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.26 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this Section.

Notice to Engineer:

Wilson Engineers, LLC.
Alan Palmquist, PE,
Principal Associate
1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282

Notice to City:

Transportation and Infrastructure
Brad Walldorf, PE
Principal Project Manager
7447 E Indian School Road, Suite 205
Scottsdale, AZ 85251

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 Independent Contractor

The services Engineer provides to the City are that of an Independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract. Upon request, Engineer shall provide the required I.R.S. Form W-9 which is available from the IRS website at www.IRS.gov under its forms section.

3.28 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which it prepared the specification, nor is the preparer eligible to

supply any product to a bidder or offeror on the solicitation for which it prepared the specification.

3.29 Indemnification

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Engineer in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. Nothing in this paragraph shall limit the responsibility of Engineer's insurer to pay the City for valid claims that are covered by Engineer's insurance policy. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: Without limiting any obligations or liabilities of Engineer, Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's sole discretion.
- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with

the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve Engineer from, nor may it be considered a waiver of Engineer's obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by The City of Scottsdale, unless specified otherwise in this Contract.
- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the Effective Date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the Effective Date of this Contract and can never be after the Effective Date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- E. Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to the City. Engineer is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require Engineer to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- F. Use of Subcontractors: If any work is subcontracted in any way, Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of Engineer in this Contract. Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as

verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, Engineer's must forward renewal Certificates to the City within ten (10) days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to Engineer's policy:

1. The City of Scottsdale, its officers, officials, agents, and employees must be named as additional insureds to the full limits of liability purchased by Engineer even if those limits of liability are in excess of those required by this Contract under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Engineer's insurance must be primary insurance for all performance of work or services under this Contract.
3. All policies must waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
4. If Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: Engineer must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this Section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this

paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

- C. Workers Compensation Insurance: Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Engineer's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If Engineer is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement. The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by Engineer for the City.

5.0 SOFTWARE LICENSES

If Engineer provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. Engineer becomes insolvent;
 2. Engineer ceases to conduct business;
 3. Engineer makes a general assignment for the benefit of creditors; or
 4. A petition is filed in Bankruptcy by or against Engineer.
- B. Use of the Source Code may not be subject to any greater restrictions than use of the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified will remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The City agrees that if Engineer informs the City that the Software is confidential information or is a trade secret of Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. Engineer shall not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.

- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of seven (7) years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, as amended, Engineer must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. To the extent permitted by law, Engineer shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the City of materials furnished or work performed under this Contract.

In the event of a claim against the City asserting or involving such an allegation, Engineer will defend, at Engineer's sole expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in Engineer's opinion the Software is likely to become the subject of a claim of infringement, Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software;
2. Replace or modify the Software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5-year period, commencing on the date of acceptance.

5.4 Third Party License

Engineer shall sublicense to the City any and all third-party Software required in this Contract. The City reserves the right to accept or reject third-party license terms. If the City rejects the terms of a third-party license, Engineer shall be responsible to negotiate acceptable terms or to supply Software from another

source with terms acceptable to the City. The City's acceptance of the third-party license terms will not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability

If any provision of this Contract or its application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract and the application of the Contract will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to the City that any provisions of this Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and Engineer shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

[END OF TEXT- SIGNATURE PAGE TO FOLLOW]

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

CITY OF SCOTTSDALE,
an Arizona municipal corporation

CONTRACTOR:
Wilson Engineers, LLC,
an Arizona limited liability company

By: _____
Lisa Borowsky, Mayor

By: _____

Name: _____

ATTEST:

Title: _____

Ben Lane, City Clerk

REVIEWED BY:

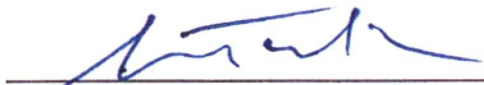
Brad Walldorf, PE
City Contract Administrator

Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

Alison Tymkiw, Senior Director - City Engineer

George Woods, Safety & Risk Management Director

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney
By: Lydia Tulin, Assistant City Attorney



WILSON
ENGINEERS

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

May 28th, 2026

Mr. Brad Walldorf, P.E.
Principal Project Manager
City of Scottsdale
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251

RE: Scottsdale Booster Pump Station 55A
Design Phase Proposal

Dear Mr. Walldorf,

Enclosed, please find our proposal to complete Design Phase Services for the City's Booster Pump Station 55A Project. **Exhibits A and B**, attached, present the detailed Scope of Work and the associated fee breakdown. For added reference, **Exhibit C** summarizes the preliminary anticipated engineering plan sheet list. Also, a preliminary project schedule is provided in **Exhibit D**.

Upon authorization, the proposed project shall be invoiced on a time and materials not to exceed basis, including sub-consultant efforts. All labor tasks will be billed on a monthly basis based on actual incurred hours and all reimbursable expense charges billed at the incurred charge.

If there are any questions or comments, please contact me at 480-893-8860. Thank you for the opportunity to be of service to the City of Scottsdale!

WILSON ENGINEERS

Alan Palmquist, P.E.
Principal Associate

Attachment

**CITY OF SCOTTSDALE
BOOSTER PUMP STATION 55A DESIGN**

EXHIBIT A – v.05/28/2026

I. PROJECT DESCRIPTION

The City of Scottsdale (CITY) desires to replace the existing Booster Pump Station (BPS) 55A to accommodate growth in Pressure Zone 4 henceforth referred to as the ‘Project’. The Project is planned to include a firm capacity of approximately 46 MGD which is to be verified as part of this project. The booster station is planned to draw from the existing 54-inch reservoir bypass pipeline located south of Finished Water Reservoir No. 2. The pipeline from Finished Water Reservoir No. 2 pipeline that currently feeds into the existing BPS 55A and Pressure Zones 2 and 3 will be connected to the existing 54-inch bypass pipeline to supply the new BPS 55A. The following major components and services are assumed to be included for this project:

1. BPS Concrete Wetwell.
2. BPS Discharge Header.
3. Isolation Butterfly Valves.
4. Discharge Pipeline Connected to Existing 36-inch Pressure Zone 4 Pipeline in Union Hills Drive. Estimated length at 350-feet.
5. Hydropneumatic Tank System for Surge Control.
6. Ancillary equipment related to the BPS (flow-meter, level transducer, high-pressure switches, etc.).
7. Expanded BPS 55A electrical system will be fed from the existing 12.47kV medium voltage switch line-up located east of the proposed BPS area. A new primary electrical service is not planned to be needed by APS.
8. Two (2) new transformers to convert from 12.47kV medium voltage to 480V.
9. New Motor Control Center (MCC) line-up for new BPS.
10. Climate-controlled pre-engineered/manufactured electrical building housing the new MCC located adjacent to the BPS.
11. Instrumentation and connections to the existing Supervisory Control and Data Acquisition (SCADA) system to fully automate BPS. Connection to the existing fiber optic system is planned to be included to facilitate the automation.
12. Programming requirements for automated operations.

To ensure the new BPS can operate within Pressure Zone 4 as intended, a study is to be completed to verify current system operation and water demands. The study will also identify future water demands and potential future system improvements to operate as two separate pressure zones (West and East). Once the current/future water system demands and operation are confirmed, the booster pump station capacity will be organized into phases to allow it to be easily expandable in

the future. Multiple booster pump capacities and quantity of booster pumps will be considered. Several scenarios for booster pump construction will be reviewed with a final configuration included in the Basis for Design Report.

The CITY also desires to isolate and flush each existing reservoir at the CAP WTP Finished Water Facilities. Each reservoir, Reservoir Nos. 1, 2, 3, requires improvements to the finished water piping system, thereby allowing the new BPS 55A to be placed at the planned location. The improvements are to be provided as part of a separate design effort. The improvements are preliminarily identified to include various valve improvements, flushing connections, relocation of limited underground piping, installation of drainage pump electrical controls, and documentation identifying Maintenance of Plant Operations (MOPO) plans. The detailed design, planned construction, and system phasing are to be coordinated between each design effort.

The detailed design of the new BPS 55A will be based on the CITY's preferred standards and materials. **Exhibit B** provides the fee breakdown associated with this proposed scope of services.

Quality Control: The ENGINEER is responsible for maintaining a Quality Control Program that will provide a quality product. The ENGINEER is responsible for performing Quality Control review of each deliverable to ensure the design plan meets the contract requirements and that a successful end product can be implemented. The Quality Control reviews shall include each sub-consultants products included in the deliverable and an interdisciplinary cross check to verify appropriate coordination between each design discipline.

Project Coordination: The ENGINEER is responsible for coordinating activities necessary for the completion of the Scope of Work including: attending project meetings with the City of Scottsdale, conducting site visits as necessary, data collection, management of sub-consultants, design phase coordination with construction contractor, meeting with City of Scottsdale Planning Department, meeting other parties as necessary to properly coordinate project design elements.

II. ASSUMPTIONS / EXCLUSIONS

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

- Approval to Construct from Maricopa County Environmental Services Department (MCESD).
- Building Permit from the CITY.

Other assumptions include:

- An allowance to complete Topographic Survey Services has been included. The services include preparing a topographic survey of the project area and a survey control sheet for the Project. The survey limits are to be finalized in coordination with the CITY.



- An allowance to complete Geotechnical Services has been included. The services are to characterize the existing soil conditions with one boring to a depth of 50-feet as well as provide for up to three (3) passive inclinometers to be installed at Reservoir No. 2.
- An allowance to complete Computational Fluid Dynamic (CFD) modeling has been included for the BPS wetwell. Two (2) scenarios are planned to be provided: one during a steady-state flow condition within the existing reservoir pipeline and one utilizing a pre-determined quantity of flow by-passing the wetwell to verify forward velocity restrictions, if any. Quantity of flow in steady-state and during by-pass to be coordinated with the CITY to ensure system hydraulics are representative of planned operating conditions.
- On-site grading and drainage facilities are limited to the immediate area of the Booster Pump Station. The planned improvements are not intended to address existing stormwater complexities at the Finished Water Facilities.
- Potholing Services are not included. It is assumed that the CITY will provide potholing services for existing utilities located within the proposed project areas and pipeline alignments. ENGINEER will coordinate request and provide location data for all pothole requests.
- Condition Assessment of Finished Water Facilities are not included. To be provided under a separate agreement.
- Native Plant Survey of project area is not included. It is assumed that the CITY will provide native plant survey services.
- Construction Phase Services are not included. To be provided under a future agreement.
- Services to acquire the Approval of Construction (AOC) from MCESD are not included. To be acquired during Construction Phase Services under a future agreement.
- Services to acquire Dry Well Registration Permits from ADWR (if applicable) are not included. The CITY does not desire dry wells to be included in the project.
- Allowances have been included for MCESD Permit Fees. Allowances will only be used with prior written authorization from the CITY's Engineering Project Manager and concurrence from Water Resources.
- Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the CITY's Engineering Project Manager and concurrence from Water Resources.
- ENGINEER allowance requests to be accompanied with corresponding scope, fee, and schedule with corresponding cost quotes and details.
- It is assumed that any fire suppression and/or alarm design requirements for pre-engineered electrical building (if required) will be submitted as a deferred submittal during construction and therefore has been excluded.
- Services to acquire 404 Permits or Maricopa County Flood Control Permits are not included. To be provided under a separate agreement, if required.

III. SCOPE OF SERVICES

The engineering services to be provided under this Project are as follows:

TASK 1.0 DESIGN DEVELOPMENT / PROJECT ADMINISTRATION

Subtask 1.1 Kick-Off Meeting. A kickoff meeting with representatives from Wilson Engineers and the City of Scottsdale will be conducted at project initiation. The following will be accomplished:

- Introduce key team members and establish lines of communication.
- Review the project scope and schedule.
- Identify key issues affecting project development.
- Request background information.
- Discuss and identify preferred system operation, equipment, and suppliers for the civil, mechanical, electrical, instrumentation, and control equipment.
- Wilson Engineers to prepare and distribute meeting minutes to the attendees.

Subtask 1.2 Data Collection and Review. Collect and review background information including:

- Updated Pressure Zone 4 water demands.
- Future facility improvements in Pressure Zone 4.
- Updated operational requirements for the planned booster pump station.

Subtask 1.3 Topographic Survey and Base Sheet Preparation Coordination. The ENGINEER will provide, through a qualified sub-consultant, the necessary topographic survey services to prepare topographic survey and a survey control sheet for the Project. It is anticipated that the survey information will identify surface features, establish survey control based on CITY's control datum, and topography of the site. ENGINEER shall prepare a 1-inch equals 40 feet topographic map of the entire site to be used as the base sheet for the construction documents. An allowance is included to complete topographic survey services.

Subtask 1.4 Geotechnical Investigation and Report. The ENGINEER will provide, through a qualified sub-consultant, the necessary soil borings and soil investigations to analyze conditions present at the site where the proposed BPS will be physically located and as required to support the design of the proposed facilities. Also, identify the location and install passive inclinometers adjacent to Reservoir No. 2 to monitor its position before and during construction of the booster pump station. An allowance is included to complete geotechnical services.

Subtask 1.5 Utility Coordination. The ENGINEER shall obtain a Blue Stake design ticket by contacting Arizona Blue Stake and will request record drawings from those utilities present in the

project area for inclusion in the base map and construction plans. The ENGINEER will identify, investigate and confirm facility alignment conflicts associated with the project design, and assist those utilities in conflict with mitigation for clearance. Once identified, the ENGINEER will provide a summary of those utilities present in the project area to the CITY's Project Manager.

The ENGINEER will submit one set of coordination plans to each utility at the 30% and 90% design milestones and request no conflict letters from each utility. The ENGINEER will provide the CITY's Engineering Project Manager with a copy of all utility clearance requests and no-conflict letters received.

Subtask 1.6 Utility Potholing Coordination. The ENGINEER will identify potential utility crossings to be exposed through potholing following the Preliminary (30%) Design Submittal. The ENGINEER shall provide the list of utilities to be potholed to the CITY's project manager for review and approval. It is assumed that the CITY will provide for potholing services and that ENGINEER shall coordinate with CITY's potholing contractor on locations.

Subtask 1.7 Conduct Project Meetings. The ENGINEER will conduct meetings and/or workshops with CITY staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Progress meetings with CITY Water Resources Management and Operations Staff. For purposes of this subtask, a total of 12 one-hour progress meetings has been assumed. ENGINEER to include project management and engineering staff not exceeding three (3) personnel.
- Scheduled review meetings/workshops with the Water Resources Management Department at deliverable milestones (30%, 60%, 90%, and Pre-Final). 4 one-hour review meetings are provided. ENGINEER to include project management and engineering staff not exceeding three (3) personnel.
- Additional meetings and coordination will be performed to coordinate the project with the Planning Department and other CITY Departments. For purposes of this subtask, a total of 2 one-hour coordination meetings are provided. ENGINEER to include project management and engineering staff not exceeding three (3) personnel.
- Support CITY staff during meetings with the public, if required.

The ENGINEER will prepare a meeting agenda and document meeting results for each meeting.

Subtask 1.8 Monthly Status Updates and Invoicing. Each month, the ENGINEER will provide a status update and invoice for the previous month.

TASK 1.0 DELIVERABLES:

- Topographic survey and base sheets
- Utility clearance requests and copies of any no-conflict letters received.
- List of utilities to be potholed.

***CITY to be provided with opportunity to review and comment on all deliverables with comment tracking included.*

TASK 2.0 PRELIMINARY DESIGN

Subtask 2.1 – Pressure Zone System Analysis/Conceptual Plan. To ensure the new BPS can operate within Pressure Zone 4 as intended, a study is to be completed to verify current system operation and water demands. The study will also identify future water demands and potential future system improvements to operate as two separate zones (West and East). Once the current/future water system demands and operation are confirmed, the booster pump station capacity will be organized into phases to allow it to be easily expandable in the future. Multiple booster pump capacities and quantity of booster pumps will be considered. Several scenarios for booster pump construction will be reviewed with a final configuration included in the Basis of Design Report as part of subtask 2.2.

Deliverables: One (1) pdf copy of the Draft Pressure Zone System Analysis will be submitted to the CITY. Additional hard copies will be provided as required. A design workshop will be conducted to discuss any comments received from the CITY. After receipt of comments, the Final Sealed Pressure Zone System Analysis will be prepared incorporating the CITY's comments.

Subtask 2.2 Basis of Design Report. Prepare a detailed Basis of Design Report for submittal to the CITY and MCESD. The 30% design drawings prepared as part of subtask 2.3 will be included as part of the Basis of Design Report. Based on the available data, site investigations, and the CITY's design standards, ENGINEER will prepare a Basis of Design Report for the BPS that includes the following:

- Booster Pump Station layout prepared in Subtask 2.3.
- Preliminary design criteria and layout of mechanical equipment including booster pumps, discharge piping, control and isolation valves, and piping appurtenances.
- Integration of Booster Pump Station into existing facility hydraulic profile.
- Equipment and instrumentation preferences.
- Water distribution system connections and alignment(s).
- Summarize Pressure Zone 4 operation and control strategies.
- Prepare conceptual Maintenance of Planned Operations (MOPOs) to complete construction of the Booster Pump Station.
- Prepare conceptual de-commissioning plan for the existing Booster Pump Station 55A.
- Summarize the use of passive inclinometers at the project site. This includes identifying the location and coordinating installation of the instruments at the project site. The instruments are to monitor Reservoir No. 2 movement/non-movement before and during construction of the booster pump station.

- Preliminary Process and Instrumentation Control Diagrams (P&IDs).
- Booster Pump Station control narrative and description.
- Estimated site power requirements and improvements required to connect to existing electrical system.
- Preliminary construction cost estimate.
- Identify long-lead equipment for early procurement.
- Identification of any additional design issues and recommendations.

Deliverables: One (1) pdf copy of the Draft Basis of Design Report will be submitted to the CITY. Additional hard copies will be provided as required. A design workshop will be conducted to discuss any comments received from the CITY. After receipt of comments, the Final Sealed Basis of Design Report will be prepared incorporating the CITY's comments.

Subtask 2.3 Preparation of 30% Design Drawings. The ENGINEER will prepare 30% working drawings for inclusion in the Basis of Design Report. These drawings are used to convey information about the Project's overall appearance and configuration to the CITY, as well as, other Project stakeholders. These drawings are not intended for construction. The drawings shall include the following detailed design areas:

- Civil: Site plan(s), access drives, and piping locations.
- Booster Pump Station Plan and Sections.
- Mechanical: Booster pumps, yard piping, valves, and piping appurtenances
- Water Distribution Piping: piping plans.
- Electrical and Instrumentation: Projected loads and power supply requirements and P&IDs.

Deliverables: One (1) pdf copy of the 30 percent plans will be submitted to the CITY with the Final Sealed Design Report. Additional hard copies will be provided as required. ENGINEER to submit updated cost estimates with this task.

TASK 2.0 DELIVERABLES:

- Pressure Zone System Analysis
- Basis of Design Report / 30% Submittal.
- Preliminary Cost Estimate

*****CITY to be provided with opportunity to review and comment on all deliverables with comment tracking included.***

TASK 3.0 CONTRACT DOCUMENT PREPARATION

Subtask 3.1 Preparation of Preliminary Construction Documents (60%). Prepare preliminary (60%) construction documents including plans, specifications, and construction cost estimate for

the booster pump station. The plans shall incorporate the comments received on the Basis of Design Report and 30% submittals and include the following detailed design areas:

- Civil: Site plan, grading and drainage, access drive, and piping locations
- Booster Pump Station: Plan, Sections, and Details
- Mechanical: Yard piping, valves, and piping appurtenances
- Water Distribution Piping: piping plan
- Structural: Preliminary wetwell plan and sections
- Electrical and Instrumentation: Improvements to existing power supply system, motor control center, service entrance section, P&IDs.
- Booster Pump Station control narrative and description.
- Long-lead procurement specifications to be utilized by the Construction Manager at Risk.

Deliverables: One (1) pdf copy of the Final Sealed Design Report and the 60 percent plans and specifications will be submitted to the CITY. Additional hard copies will be provided as required. ENGINEER to submit updated cost estimates with this task.

Subtask 3.2 Preparation of Agency Review Construction Documents (90%). Prepare preliminary (90%) construction documents including plans, specifications, and construction cost estimate for the booster pump station. The plans shall incorporate the comments received on the 60% submittal and include the following detailed design areas:

- Civil: Site plan, grading and drainage, access drive, and piping locations
- Booster Pump Station: Plan, Sections, and Details
- Mechanical: Yard piping, valves, and piping appurtenances
- Water Distribution Piping: piping plan and profiles.
- Access gate plan, sections, and details
- Structural: Booster Pump Station wetwell, gate, pre-engineered electrical building foundation, and misc. equipment pads.
- Electrical and Instrumentation: Improvements to existing power supply system, motor control center, service entrance section, P&IDs, lighting outlets, intrusion alarms, security (per CITY Standards), fiber optic connection to existing SCADA system, and instrumentation.
- Booster Pump Station control narrative and description.

Deliverables: One (1) pdf copy of the 90 percent plans and specifications will be submitted for the Booster Pump Station to the CITY for review. Additional hard copies will be provided as required. ENGINEER to submit updated cost estimates with this task.

Subtask 3.3 Preparation of Final Construction Documents (100%). The final 100% plans and specifications will be prepared incorporating the CITY'S and Maricopa County's comments.



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Deliverables: One (1) pdf copy of the 100 percent plans and specifications will be submitted for the Booster Pump Station. Additional hard copies will be provided as required. ENGINEER to submit final cost estimates with this task as well.

TASK 3.0 DELIVERABLES:

- 60% Construction Documents Submittal and Cost Estimate.
- 90% Construction Documents Submittal and Cost Estimate.
- 100% Construction Documents Submittal and Cost Estimate

***CITY to be provided with opportunity to review and comment on all deliverables with comment tracking included.*

TASK 4.0 PERMITTING SERVICES

Subtask 4.1 Maricopa County Environmental Services

4.1.1 Approval to Construct. One set of the Agency Review (90%) plans and specifications for the Booster Pump Station will be submitted to the Maricopa County Environmental Services Department (MCESD) for Approval to Construct. One review meeting with MCESD will be conducted, if necessary, to discuss any comments received from the County.

*****NOTE: A permit fee allowance of \$2,550 has been assumed to cover the costs of the MCESD ATC Permits. For the ATC permit review fees, expedited fees are estimated as follows: booster pump station at \$1,350 (\$675 doubled); water distribution pipelines at \$1,200 (\$600 doubled); ENGINEER will invoice for actual costs incurred.***

Subtask 4.2 City of Scottsdale

*****NOTE: For all CITY permits, it is assumed that CITY will pay for all permit review fees directly.***

4.2.1 One Stop Shop. The ENGINEER shall complete the Building Permit application, Special Inspections form, and other related requirements and submit three (3) copies of the Agency Review Plans and Specifications, Geotechnical Report, and Structural Calculations to the CITY's One Stop Shop for approval. The ENGINEER shall coordinate with the One Stop Shop and provide additional information as requested.

TASK 5.0 CMAR COORDINATION SERVICES

Subtask 5.1 CMAR Coordination Services. The CITY will utilize the Construction Manager at Risk project delivery method. The CM at Risk will be contracted to provide design phase services and then during construction will provide all services required of a general contractor. The relationship between the CM at Risk and the ENGINEER is intended to be collaborative and

proactive, both participating as advisors to the CITY during the design phase. The CITY wants to incorporate a contractor's perspective and input to the Project planning and design decisions and have the ability to select certain components of the Project for construction prior to full completion of design.

Design Phase services by the CM at Risk may include:

- Provide a conceptual and progressively more detailed cost model to confirm budgets and guide design decisions;
- Provide detailed independent cost estimating and knowledge of market conditions;
- Provide a construction management plan and schedule;
- Provide alternate systems evaluation and constructability studies;
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items;
- Provide procurement services for selection of subcontractors and suppliers;
- Prepare the Guaranteed Maximum Price (GMP) for construction;

The ENGINEER's effort to coordinate with the CM at Risk will consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Provide assistance with long-lead procurement activities;
- Evaluate alternative systems suggested by CM at Risk;
- Respond to constructability review comments;
- Attend subcontractor pre-selection meetings conducted by CM at Risk;
- Assist and review during GMP development;
- Perform GMP proposal review and prepare recommendation to City;
- Assist CITY with review of the subcontractor/supplier bid and selection process.

The CITY may request the CM at Risk to proceed with early construction of certain Project features before full Project design is complete and request a GMP for that portion of the work. The ENGINEER will prepare the appropriate construction documents for such work. This may include;

- Early Procurement of Long-Lead Equipment Items. Items that may consist of: primary/secondary electrical equipment, instrumentation, vertical turbine pumps, large diameter isolation valves, and large diameter pipe and fittings.
- Balance of Work

END SCOPE OF SERVICES

**CITY OF SCOTTSDALE
BOOSTER PUMP STATION 55A DESIGN**

**EXHIBIT B – FEE BREAKDOWN
5/28/26**



**CITY OF SCOTTSDALE
BOOSTER PUMP STATION 55A
EXHIBIT B - FEE BREAKDOWN**

v.05/28/2026

I. LABOR SUMMARY

Task	Task Description	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Senior Technician	Admin.	Total Hours	Total Fee
		\$ 293.00	\$ 254.00	\$ 215.00	\$ 174.00	\$ 125.00	\$ 116.00		
Task 1.0 - Design Development / Project Administration									
1.1	Kick-Off Meeting	2	2		4			8	\$ 1,790
1.2	Data Collection and Review		4		8			12	\$ 2,408
1.3	Topographic Survey and Base Sheet Preparation Coordination		2		4			6	\$ 1,204
1.4	Geotechnical Investigation and Report		2		4			6	\$ 1,204
1.5	Utility Coordination		4		8			12	\$ 2,408
1.6	Utility Potholing Coordination		4		12			16	\$ 3,104
1.7	Conduct Project Meetings	18	18	18	36			90	\$ 19,980
1.8	Monthly Status Updates and Invoicing		8					8	\$ 2,032
	Subtotal - Design Development / Project Administration	20	44	18	76	0	0	158	\$ 34,130
Task 2.0 - Preliminary Design									
2.1	Pressure Zone System Analysis Conceptual Plan	24	80	40	80	16	8	248	\$ 52,800
2.2	Basis of Design Report	8	64	48	96	16	24	256	\$ 50,408
2.3	Preparation of 30% Design Drawings	76	196	204	296	96		868	\$ 179,416
	Subtotal - Preliminary Design	108	340	292	472	128	32	1372	\$ 282,624
Task 3.0 - Contract Document Preparation									
3.1	Preparation of Preliminary Construction Documents (60%)	164	744	880	884	752	80	3504	\$ 683,324
3.2	Preparation of Agency Review Construction Documents (90%)	332	860	1172	1304	852	196	4716	\$ 923,828
3.3	Preparation of Final Construction Documents (100%)	80	196	104	292	196	64	932	\$ 178,316
	Subtotal - Contract Document Preparation	576	1800	2156	2480	1800	340	9152	\$ 1,785,468
Task 4.0 - Permitting Services									
4.1	Maricopa County Environmental Services (MCESD)								
4.1.1	Approval to Construct (ATC)		4	4	16			24	\$ 4,660
4.2	City of Scottsdale								
4.2.1	One Stop Shop		8	8	16			32	\$ 6,536
	Subtotal - Permitting Services	0	12	12	32	0	0	56	\$ 11,196
Task 5.0 - CMAR Coordination Services									
5.1	CMAR Coordination Services	24	40	80	80	16	8	248	\$ 51,240
	Subtotal - CMAR Coordination Services	24	40	80	80	16	8	248	\$ 51,240
	Subtotal - Wilson Labor Summary	728	2236	2558	3140	1944	380	10986	\$ 2,164,658

II. EXPENSE SUMMARY

Task No.'s	Expense Description	Unit	Total Units	Cost / Unit	Total
1.0, 2.0, 3.0	Misc. Printing & Exp. Allowance (Reports, Plan Sets, Final Mylars)	T&M	1	\$ 3,000	\$ 3,000
1.3	Topographic Survey Services Allowance	T&M	1	\$ 25,000	\$ 25,000
1.4	Geotechnical Services Allowance	T&M	1	\$ 10,000	\$ 10,000
2.2	CFD Modeling Services Allowance	T&M	1	\$ 20,000	\$ 20,000
4.1	MCESD Permitting Fees Allowance	T&M	1	\$ 2,550	\$ 2,550
4.2	Owner's Allowance	T&M	1	\$ 50,000	\$ 50,000
SUBTOTAL - EXPENSE SUMMARY					\$ 110,550

*T&M = Time and Materials Not to Exceed

III. TOTAL DESIGN SERVICES

Item	Description	Amount
I.	WILSON LABOR SUMMARY	\$ 2,164,658
II.	EXPENSE SUMMARY	\$ 110,550
III.	TOTAL DESIGN SERVICES	\$ 2,275,208

**CITY OF SCOTTSDALE
BOOSTER PUMP STATION 55A DESIGN**

**EXHIBIT C – PRELIMINARY SHEET LIST
5/28/26**

CITY OF SCOTTSDALE
WATER RESOURCES MANAGEMENT DEPARTMENT

BOOSTER PUMP STATION 55A

Sheet No.	Drawing No.	Description
1	G-1	Cover Sheet
2	G-2	Sheet Index, Sheet Identification
3	G-3	General Notes
4	G-4	Abbreviations
5	G-5	Legend and Symbols 1
6	G-6	Legend and Symbols 2
7	G-7	Vicinity Map
8	G-8	Site Flow Diagram
9	G-9	Finished Water Facilities Hydraulic Profile
10	G-10	Finished Water Facilities MOPO Plan
11	G-11	Survey Control Sheet
12	D-1	Demolition Site Plan 1
13	D-2	Demolition Site Plan 2
14	D-3	Demolition Sections 1
15	D-4	Demolition Sections 2
16	D-5	Existing Site Photos 1
17	D-6	Existing Site Photos 2
18	C-1	Site Plan and Construction Staging Area
19	C-2	Site Elevations
20	C-3	3D Rendering Site Layout
21	C-4	Piping Plan 1
22	C-5	Piping Plan 2
23	C-6	Piping Profiles 1
24	C-7	Piping Profiles 2
25	C-8	Piping Profiles 3
26	C-9	Grading and Drainage Plan 1
27	C-10	Grading and Drainage Plan 2
28	C-11	Grading and Drainage Plan 3
29	M-1	Booster Pump Station Lower Plan
30	M-2	Booster Pump Station Intermediate Plan
31	M-3	Booster Pump Station Upper Plan
32	M-4	Booster Pump Station Elevations 1
33	M-5	Booster Pump Station Elevations 2
34	M-6	Booster Pump Station Sections 1
35	M-7	Booster Pump Station Sections 2
36	M-8	Booster Pump Station Sections 3
37	M-9	Hydropneumatic Tank Plan and Section
38	M-10	Hydropneumatic Tank Details
39	M-11	Civil and Mechanical Details 1
40	M-12	Civil and Mechanical Details 2
41	M-13	Civil and Mechanical Details 3
42	M-14	Civil and Mechanical Details 4
43	M-15	Civil and Mechanical Details 5
44	M-16	Civil and Mechanical Details 6
45	M-17	Booster Pump Station Site Signage
46	S-1	General Structural Notes 1

47	S-2	General Structural Notes 2
48	S-3	General Structural Notes 3
49	S-4	General Structural Notes 4
50	S-5	Structural Details 1
51	S-6	Structural Details 2
52	S-7	Structural Details 3
53	S-8	Structural Details 4
54	S-9	Booster Pump Station Foundation Plan
55	S-10	Booster Pump Station Intermediate Plan
56	S-11	Booster Pump Station Upper Plan
57	S-12	Booster Pump Station Sections 1
58	S-13	Booster Pump Station Sections 2
59	S-14	Hydropneumatic Tank Foundation Plan Sections and Details
60	S-15	Primary Power Foundation Plan Sections and Details
61	S-16	Electrical Building Foundation Plan
62	S-17	Electrical Building Roof Plan
63	S-18	Electrical Building Sections and Details 1
64	S-19	Electrical Building Sections and Details 2
65	H-1	Electrical Building HVAC General Notes and Legend
66	H-2	Electrical Building HVAC Plan
67	E-1	Electrical Abbreviations
68	E-2	Electrical Symbols and Legend 1
69	E-3	Electrical Symbols and Legend 2
70	E-4	Single Line Diagram
71	E-5	Short Circuit Calculations
72	E-6	Lighting Fixture Schedules
73	E-7	Load Summaries
74	E-8	Panel Schedules and Calculations 1
75	E-9	Panel Schedules and Calculations 2
76	E-10	Overall Electrical Site Plan and Area Classifications
77	E-11	Electrical Distribution Equipment Power and Lighting Plan
78	E-12	Booster Pump Station Power and Lighting Plan
79	E-13	Hydropneumatic Tank Power and Lighting Plan
80	E-14	Overall Site Grounding Plan
81	E-15	Schematic Diagram 1
82	E-16	Schematic Diagram 2
83	E-17	Schematic Diagram 3
84	E-18	Schematic Diagram 4
85	E-19	Power Conduit Block Diagram 1
86	E-20	Power Conduit Block Diagram 2
87	E-21	Power Conduit Block Diagram 3
88	E-22	Power Conduit Block Diagram 4
89	E-23	Control Conduit Power Diagram 1
90	E-24	Control Conduit Power Diagram 2
91	E-25	Control Conduit Power Diagram 3
92	E-26	Control Conduit Power Diagram 4
93	E-27	Electrical Details 1
94	E-28	Electrical Details 2
95	E-29	Electrical Details 3
96	E-30	Electrical Details 4
97	I-1	Instrumentation Symbols and Legend 1
98	I-2	Instrumentation Symbols and Legend 2
99	I-3	Booster Pump Station P&ID 1
100	I-4	Booster Pump Station P&ID 2
101	I-5	Hydropneumatic Tank P&ID
102	I-6	System Communication Architecture

**CITY OF SCOTTSDALE
BOOSTER PUMP STATION 55A DESIGN**

**EXHIBIT D – PRELIMINARY PROJECT SCHEDULE
5/28/26**

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