

CITY OF EL MIRAGE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 6th day of October, 2026, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Engineering Alliance, Inc. an Arizona corporation (“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to provide professional engineering services to prepare design plan for valley gutter and roadway improvements along Thompson Ranch Road (near W. Thompson Ranch Road and W. Greenway Road) (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

AGREEMENT

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

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Jorge Gastelum, Development Services Director/City Engineer, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

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 the Consultant.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed Fifty Nine Thousand Nine Hundred and Sixty-Six Dollars (\$59,966.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.3 OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date. All work shall be completed by April 6, 2027.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when Contract Administrator determines it is in the best interest of the City for such period as the Contract Administrator deems reasonable. A modification for a time extension for completion of the work pursuant to this subparagraph shall not entitle Consultant to additional compensation.

3.2 TERMINATION

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 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 or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

4.8 INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an

Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.9 CONFLICT OF INTEREST

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 consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: Engineering Alliance Inc.
Attn: Shawn Kumar, P.E.
1050 East University Drive, Suite 10
Mesa, Arizona 85203

In the case of City: City of El Mirage
Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to: City of El Mirage
Attn: City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.12 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

4.13 ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.17 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds. Consultant shall also submit to the City a copy of Consultant's insurance policy endorsements indicating that the City is an additional insured under Consultant's insurance policies as required herein.

4.19 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

4.20 BOYCOTT OF ISRAEL

Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a boycott of Israel as set forth in ARIZ. REV. STAT. § 35-393 and § 35-393.01

4.21 CHINA

Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

4.22 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

CONSULTANT:

By: J. Crystal Dyches
Its: City Manager

By: _____
Print Name

By: _____
Signature

Its _____
Title

ATTEST:

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

EXHIBIT “A”



September 2, 2026

2026-M-308

City of El Mirage
Engineering Department

Attn: Mr. Bryce Christo, P.E. and Mr. Jonathan Hiebert, EIT
Deputy Director / Assistant City Engineer
10000 N. El Mirage Road
El Mirage, Arizona 85335

Re: Cost Estimate for Providing Surveying and Engineering Services
Thompson Ranch Road Valley Gutter Improvements
W. Thompson Ranch Road and W. Greenway Road, El Mirage, Arizona

Dear Mr. Christo and Mr. Hiebert,

Engineering Alliance, Inc. (EA) appreciates the opportunity to submit this cost proposal to the City of El Mirage ("City") for engineering services associated with improvements to the existing valley gutter and roadway conditions along Thompson Ranch Road.

EA met with City representatives and conducted a site visit to better understand the existing roadway, drainage conditions, valley gutter configuration, and the City's objectives for the proposed improvements. Based on our site observations and discussions with City staff, EA has developed the following design approach and scope of services.

Project Understanding and Design Basis:

EA understands that the existing valley gutter crosses Thompson Ranch Road and creates a noticeable roadway transition. The existing roadway is located along a horizontal curve and includes a cross slope condition that may be contributing to the abrupt transition experienced by vehicles traveling through the area.

EA will evaluate the existing roadway profile, cross slope, roadway crown, drainage pattern, and valley gutter as an integrated system rather than treating the valley gutter as an isolated feature.

An existing storm sewer manhole is located near the valley gutter. Based on our preliminary understanding of the existing drainage configuration, the existing storm drainage system conveys runoff toward the drainage channel located north of Thompson Ranch Road.

EA will evaluate the feasibility of installing a new curb inlet on the south side of Thompson Ranch Road to intercept roadway runoff and connecting the proposed inlet to the existing storm sewer and/or storm drain system.





The roadway-grading evaluation will focus on roadway crowning and/or regrading in the vicinity of the existing valley gutter. The roadway profile and cross slope will be evaluated to provide a smoother and more gradual roadway transition while maintaining positive drainage.

EA anticipates that the roadway grading improvements may need to extend beyond the immediate limits of the existing valley gutter. The proposed transition limits may extend several hundred feet east and west of the valley gutter, as necessary, to provide a smooth and constructible transition between the existing and proposed roadway grades.

The final limits of roadway regrading, proposed elevations, roadway crown/cross slopes, valley gutter modifications, curb inlet location, and storm drain connection will be established based on field survey and engineering evaluation.

EA will develop the project through **30%, 60%, 90%, and 100% design submittals**, allowing the City to review the proposed improvements at defined stages of design and provide comments prior to advancement to the next design level.

Scope of Services:

Task 1: Project Management and Coordination

Provide general coordination and communication as necessary with the design team and the City. This includes phone calls, emails, written communication, and interaction required to complete the design development.

- Attend two (2) site visits with the City's representative(s) during the project duration. Each site visit is anticipated to be approximately two (2) hours. The Project Managers from EA and the City will use the site visits to develop a shared understanding of the existing conditions, review the proposed improvements, and evaluate the design as it progresses.
- Prepare for and attend three (3) virtual coordination, plan review, or design development meetings with the City following the 30%, 60%, and 90% design submittals. EA will prepare meeting agendas and document meeting discussions and action items.
- Coordinate with City staff throughout the design process regarding project requirements, design development, review comments, and project schedule.
- Manage project correspondence, coordination, and internal design team activities necessary to complete the project.

Task 2 – Utility Research, Survey and Base Map Preparation

EA will perform the research, field survey, and base map preparation necessary to establish existing conditions for the roadway and drainage improvements. Services will include:

- Research available City records, existing improvement plans, as-built drawings, utility information, and other available record information applicable to the project area.



- Coordinate with utility providers and research available utility mapping to identify existing underground and above-ground utilities within the project limits.
- Contact Arizona 811/Blue Stake, as applicable, to obtain available utility information and identify utilities requiring consideration during design.
- Perform a field survey of the project area sufficient to support the roadway grading and drainage design.
- Locate and survey existing roadway features, including pavement, curb and gutter, sidewalks, valley gutter, drainage structures, manholes, utility features, signs, and other relevant improvements.
- Obtain roadway elevations and cross sections sufficient to evaluate existing roadway grades, cross slopes, and roadway crown in the vicinity of the existing valley gutter.
- Survey the existing storm sewer manhole and other visible drainage structures and obtain available rim and invert information necessary to evaluate the proposed storm drain connection.
- Extend survey coverage east and west of the existing valley gutter as necessary to evaluate the proposed roadway transition and establish appropriate limits of improvement.
- Prepare an electronic existing-conditions base map incorporating survey information, available utility information, existing right-of-way, easements, roadway features, drainage facilities, and other relevant existing conditions.
- Incorporate available utility and existing-condition information into the project CADD files for use in preparation of the 30%, 60%, 90%, and 100% design submittals.

Task 3: 30% Design Submittal

EA will prepare a preliminary 30% design submittal to establish and confirm the proposed engineering approach. The 30% design will include, as applicable:

- Preliminary roadway profile and grading.
- Preliminary evaluation of existing cross slope and roadway crown.
- Preliminary proposed roadway crowning/regrading concept.
- Preliminary limits of roadway improvements east and west of the valley gutter.
- Preliminary valley gutter modification/removal concept.
- Preliminary location of the proposed south-side curb inlet.
- Preliminary storm drain connection concept.
- Preliminary construction cost estimate for the proposed roadway crowning and drainage inlet improvements to allow the City to evaluate the anticipated construction cost against its construction budget.

EA will coordinate with the City following the 30% submittal to confirm the preferred design direction before proceeding with detailed design.



Task 4: 60% Design Submittal

EA will advance the design based on the 30% design review and City comments. The 60% design submittal will include:

- Developed roadway grading and profile.
- Proposed roadway crown/cross slopes and transition.
- Refined limits of roadway regrading.
- Valley gutter modification/removal details.
- Proposed curb and gutter improvements.
- Proposed south-side curb inlet.
- Proposed storm drain connection to the existing drainage system.
- Drainage and grading details.
- Construction details.
- Updated construction quantities.
- Updated construction cost estimate.

Technical specifications are not included at the 60% submittal and will begin with the 90% design submittal so the City has adequate review time before final design.

EA will review the City's comments and incorporate appropriate revisions into the 90% design.

Task 5 – 90% Design Submittal

The 90% design will represent a substantially complete set of construction documents for detailed City review. The submittal will include:

- Complete roadway plan and profile information.
- Finalized roadway grading and transition.
- Finalized roadway crown/cross slopes and transition.
- Finalized valley gutter modification/removal details.
- Curb and gutter improvements.
- Proposed curb inlet and storm drain connection.
- Drainage and grading details.
- Pavement restoration limits.
- Applicable pavement marking/stripping modifications.



- Construction details.
- Technical specifications.
- Construction quantities.
- Updated construction cost estimate.

EA will address applicable City review comments prior to preparation of the final construction documents.

Task 6 – 100% Final Design Submittal

EA will prepare the final construction documents incorporating applicable City comments received during the 90% review. The 100% design submittal will include:

- Final roadway plans.
- Final roadway grading and profile.
- Final valley gutter modification/removal details.
- Final curb and gutter improvements.
- Final curb inlet and storm drain connection details.
- Final drainage and grading details.
- Pavement restoration details.
- Applicable striping and roadway improvements.
- Construction details and applicable standard details.
- Construction notes identifying applicable materials, installation requirements, and construction procedures.
- Applicable technical specifications incorporated directly into the construction drawings.
- Final construction quantities.
- Final engineer's construction cost estimate.
- Final electronic PDF construction documents.
- CAD files, as applicable.

Due to the limited nature of the proposed improvements, a separate technical specifications manual is not anticipated. Applicable technical requirements, materials, workmanship requirements, and construction specifications will be incorporated directly into the construction drawings and details.



Task 7 – Construction Cost Estimate

EA will prepare a construction cost estimate beginning with the 30% design and will update the estimate at the 60%, 90%, and 100% design milestones. The estimate will include applicable construction quantities and anticipated costs associated with:

- Valley gutter removal/modification.
- Roadway grading.
- Curb and gutter improvements.
- Proposed curb inlet.
- Storm drain connection.
- Pavement removal and replacement.
- Striping and pavement markings.
- Other incidental improvements identified during design.

Task 8 – City Review and Comment Responses

EA will coordinate with the City during the design review process and provide responses to City comments associated with the 30%, 60%, and 90% design submittals. Services will include:

- Review City comments.
- Coordinate with City staff regarding design questions.
- Incorporate applicable comments into subsequent design submittals.
- Provide clarification of the proposed roadway and drainage improvements.
- Prepare the final design documents following completion of the review process.

Deliverable:

EA will provide the following deliverables to the city:

- Existing Conditions and Survey Base Map, including available utility information, roadway features, drainage facilities, and relevant existing conditions.
- **30% Design Submittal**, including preliminary roadway crowning/regrading, drainage improvements, valley gutter modification concept, proposed curb inlet concept, and preliminary construction cost estimate for evaluation against the City's construction budget.
- **60% Design Submittal**, including developed roadway grading, drainage improvements, construction details, quantities, and updated construction cost estimate.



- **90% Design Submittal**, including substantially complete construction plans, grading and drainage details, technical specifications, quantities, and updated construction cost estimate.
- **100% Final Design Submittal**, including final construction plans, details, construction notes, applicable technical specifications incorporated into the drawings, final quantities, and final engineer's construction cost estimate.
- Electronic PDF copies of all design submittals.
- Electronic CAD files of the final design drawings.

Project Schedule:

It is anticipated that the project design tasks will commence upon receipt of the City's Notice to Proceed (NTP) and will be completed within approximately six (6) months from NTP. The schedule below represents EA's anticipated completion of the respective design submittals and includes time for City review and coordination. The schedule remains preliminary in nature and is subject to change as additional information becomes available and based on the City's review and approval process. EA will work closely with the City to maintain and, where practical, expedite the project schedule.

Task#	Task Description	Schedule for Completion
1	Project Management and Coordination	Throughout Project
2	Utility Research, Survey and Base Map Preparation	1 month from NTP
3	30% Design Submittal	2 months from NTP
4	60% Design Submittal	3.5 months from NTP
5	90% Design Submittal	5 months from NTP
6	100% Design Submittal	6 months from NTP
7	Construction Cost Estimate	30%, 60%, 90%, and 100% Submittals
8	City Review and Comment Responses	Following 30%, 60%, and 90% submittals



Project Fees

The cost estimate to complete the scope of the work listed herein is \$59,966. Detailed estimate is shown in **Attachment 1**.

Assumptions:

- The City will provide available existing roadway, drainage, utility, and as-built information in its possession.
- EA will utilize the information provided by the City together with field survey information to develop the design.
- The existing storm drainage system will be investigated to determine the feasibility of the proposed curb inlet connection.
- Final storm drain connection details will be subject to verification of the existing pipe size, material, rim and invert elevations, configuration, capacity, and utility conflicts.
- The final roadway grading limits will be established based on field survey and engineering evaluation.
- The preliminary concept of roadway crowning and/or regrading is subject to refinement during design.
- The final limits of roadway improvements east and west of the existing valley gutter will be determined through the roadway grading evaluation.
- No major utility relocation is anticipated within the scope of services described herein.
- Geotechnical investigation and material testing are not included.
- Construction staking is not included unless specifically identified in Attachment 1.
- Construction administration, construction observation, and post-design services are not included.
- Public involvement services are not included.
- Additional services outside the scope described herein will be performed only upon written authorization by the City.
- All proposed improvements shown or described in the preliminary design basis are subject to field verification and engineering analysis.



Closing:

EA appreciates the opportunity to provide this revised proposal to the City of El Mirage. We believe the revised roadway crowning and drainage approach, combined with the phased design process and early construction cost estimate, will allow the City to evaluate a practical and constructible improvement within the anticipated construction budget.

Thank you for the opportunity to provide our services.

Sincerely,

ENGINEERING ALLIANCE, INC.

A handwritten signature in black ink that reads 'Shawn Kumar' with a stylized flourish at the end.

Shawn Kumar, P.E.

Principal / Senior Project Manager

Project - City of El Mirage, Cost Estimate for Providing Surveying and Engineering Services
Thompson Ranch Road Valley Gutter Improvements, W. Thomspen Ranch Road and W. Greenway Road, El Mirage, Arizona

									Hrs:	Hrs:	Sub-Total Fee
Task 2.0 – Utility Research, Survey and Base Map Preparation											
Utility and Record Research	0	0	0	0	4	0	0	0	4		
Field Survey and Crew Management	0	0	0	0	0	0	20	20			
Base Map Preparation	0	0	0	4	16	0	0	20			
Sub-Total Hours:	0	0	0	4	20	0	20	20		44	
Hourly Rates:	\$ 235.00	\$ 210.00	\$ 175.00	\$ 128.00	\$ 115.00	\$ 75.00	\$ 190.00				
Sub-Total Fee (Task 2):	\$ -	\$ -	\$ -	\$ 512.00	\$ 2,300.00	\$ -	\$ 3,800.00				\$ 6,612.00

									Hrs:	Hrs:	Sub-Total Fee
Task 4.0 – 60% Design Submittal											
Construction Plans, Details, and Notes	1	2	4	80	2	1	0		90		
Quantities and Cost Estimate	0	1	2	8	0	0	0		11		
Sub-Total Hours:	1	3	6	88	2	1	0			101	
Hourly Rates:	\$ 235.00	\$ 210.00	\$ 175.00	\$ 128.00	\$ 115.00	\$ 75.00	\$ 190.00				
Sub-Total Fee (Task 4):	\$ 235.00	\$ 630.00	\$ 1,050.00	\$ 11,264.00	\$ 230.00	\$ 75.00	\$ -				\$ 13,484.00

									Hrs:	Hrs:	Sub-Total Fee
Task 6.0 – 100% Design Submittal											
Final Construction Plans, Details, Notes and Technical	1	2	4	40	2	0	0	0	49		
Final Quantities and Cost Estimate	0	2	4	6	0	0	0	0	12		
Sub-Total Hours:	1	4	8	46	2	0	0	0		61	
Hourly Rates:	\$ 235.00	\$ 210.00	\$ 175.00	\$ 128.00	\$ 115.00	\$ 75.00	\$ 190.00				
Sub-Total Fee (Task 6):	\$ 235.00	\$ 840.00	\$ 1,400.00	\$ 5,888.00	\$ 230.00	\$ -	\$ -				\$ 8,593.00

Expenses (Printing, Fuel, Truck, Surveying Equipment etc.):	\$ 1,500.00
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Total Consultant Fees (Engineering Alliance, Inc.)	\$ 59,966.00
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