

62309 121st Ave Roadway Improvements Carryforward	131-5-3581-657	\$ 136,500.00	62309-121ST AVE ROADWAY IMPROVEMENTS CARRYFORWARD
62308 Varney Rd Roadway Improvements Carryforward	131-5-3581-657	\$ 166,500.00	62308-VARNEY RD ROADWAY IMPROVEMENTS CARRYFORWARD
62307 Dysart Rd Roadway Widening	131-5-3581-657	\$ 325,500.00	62307-DYSART RD ROADWAY WIDENING CARRYFORWARD
62052 Pavement Management Program	131-5-3581-657	\$ 1,400,000.00	62052-PAVEMENT MANAGEMENT PROGRAM
62314 Senior Bus	141-5-3581-650	\$ 93,000.00	62314-SENIOR BUS CARRYFORWARD
62416 Grant Funded Mobile Lift Trailer	147-5-1591-617	\$ 75,000.00	62416-GRANT FUNDED MOBILE LIFT TRAILER
62208 Lights for Gentry Park Field	147-5-1591-658	\$ 400,000.00	62208-LIGHTS FOR GENTRY PARK FIELD
62409 5th Avenue Sanitary Sewer Replacement	148-5-1591-670	\$ 879,000.00	62409-5TH AVENUE SANITARY SEWER REPLACEMENT
62414 Recirculating Water, Engine Training System	149-5-2511-617	\$ 120,000.00	62414-RECIRCULATING WATER, ENGINE TRAINING SYSTEM
62068 Vehicle Replacement Program - Water	511-5-7115-650	\$ 50,000.00	62068-VEHICLE REPLACEMENT PROGRAM - WATER
62343 Public Works Facility Carryforward	511-5-7115-656	\$ 55,000.00	62343-PUBLIC WORKS FACILITY CARRYFORWARD
62065 Water Production Facility Rehabilitation Program	511-5-7115-656	\$ 140,000.00	62065-WATER PRODUCTION FACILITY REHABILITATION CARRYFORWARD
62345 Customer Service Facility	511-5-7115-656	\$ 300,000.00	62345-CUSTOMER SERVICE FACILITY CARRYFORWARD
62065 Water Production Facility Rehabilitation Program	511-5-7115-656	\$ 400,000.00	62065-WATER PRODUCTION FACILITY REHABILITATION PROGRAM
62343 Public Works Facility	511-5-7115-656	\$ 1,333,500.00	62343-PUBLIC WORKS FACILITY
62059 Drainage Improvements	511-5-7115-673	\$ 60,000.00	62059-DRAINAGE IMPROVEMENTS CARRYFORWARD
62406 Sunnyvale Well Site Discharge Pipe Replacement and Flow Meter	511-5-7115-673	\$ 65,000.00	62406-SUNNYVALE WELLSITE DISCHARGE PIPE REPLACE FLOW METER
62407 Booster Pump Replacement for 127th Lane Well Site	511-5-7115-673	\$ 100,000.00	62407-BOOSTER PUMP REPLACEMENT FOR 127TH LANE WELL SITE
62228 Critical Valve Replacement Program	511-5-7115-673	\$ 200,000.00	62228-CRITICAL VALVE REPLACEMENT PROGRAM
62405 Water Main Replacement	511-5-7115-673	\$ 1,250,000.00	62405-WATER MAIN REPLACEMENT
62305 Vehicle Replacement Program - Wastewater	541-5-7581-650	\$ 50,000.00	62305-VEHICLE REPLACEMENT PROGRAM - WASTEWATER
62079 WW Process Equipment Improvements	541-5-7585-655	\$ 200,000.00	62079-WW PROCESS EQUIPMENT IMPROVEMENTS
62343 Public Works Facility Carryforward	541-5-7585-656	\$ 120,000.00	62343-PUBLIC WORKS FACILITY CARRYFORWARD
62343 Public Works Facility	541-5-7585-656	\$ 1,335,000.00	62343-PUBLIC WORKS FACILITY
62227 Collections System Replacement	541-5-7585-670	\$ 125,000.00	62227-COLLECTIONS SYSTEM REPLACEMENT



CITY OF EL MIRAGE

ON-CALL PROFESSIONAL SERVICES FOR DESIGN & CONSTRUCTION EM21-OCPS01

CDD – Engineering Division

10000 N. El Mirage Road.
El Mirage, Arizona 85335

Phone: (623) 972-8116
Fax: (623) 876-4605

Solicitation Description: **On-Call Professional Services for Design and Construction Projects (FY2021/2022 through FY2024/2025)**

City Project No. EM21-OCP01

Issue Date: **May 19, 2021**

The following list is the top fifteen evaluated firms that have made The City of El Mirage short list:

Note: No binding contract will exist between the firm/individual and the City of El Mirage until the City executes a written contract.

Note: The below list does not obligate the City of El Mirage to any cost or guarantee any firm will be awarded a contract.

Note: CE = Civil Engineering, S = Surveying, SGMT = Soils/Geotechnical/Material Testing, LA = Landscape Architecture, TE = Traffic Engineering, CA = Construction Administration

1. NFra, Inc. (CE, TE)
2. Arcadis (CE, CA)
3. Consultant Engineering, Inc. (CA)
4. Kimley-Horn (CE, LA, TE, CA)
5. Wood Environmental & Infrastructure Solutions (CE, SGMT, TE)
6. EPS Group (CE, S, LA, TE, CA)
7. Dibble (CE, S, TE)
8. Greenlight Traffic Engineering (TE)
9. Rick Engineering Company (CE, S, LA, TE, CA)
10. Speedie & Associates (SGMT)
11. Entellus (CE, S, CA)
12. Dibble CM (CA)
13. J2 Engineering & Environmental Design (CE, LA)
14. Lee Engineering (TE)
15. Ritoch-Powell & Associates (CE, S, CA)

CITY OF EL MIRAGE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this 17th day of August 2021, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Rick Engineering Company, 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 land surveying services to expand a previously prepared topographic survey for the Cheryl Drive from El Mirage Road to 121st Avenue project (“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, Community Development 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 Two Thousand Eight Hundred and Fifty Dollars (\$2,850.00).

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 September 17, 2021.

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: Rick Engineering Company
Attn: Jason Segneri
22425 N. 16th Street, Suite #1
Phoenix, AZ 85024

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

With a copy to: City of El Mirage
Attn: City Attorney
10000 N. 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.

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 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: Jason Segneri
Print Name

By: _____
Signature

Its Principal
Title

ATTEST:

Sharon Antes, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

08/28/2023

City of El Mirage
Attention: Scott Ketchmark, Utilities Superintendent
10000 N El Mirage Rd
El Mirage, Arizona 85335

SENT VIA EMAIL
sketchmark@elmirageaz.gov

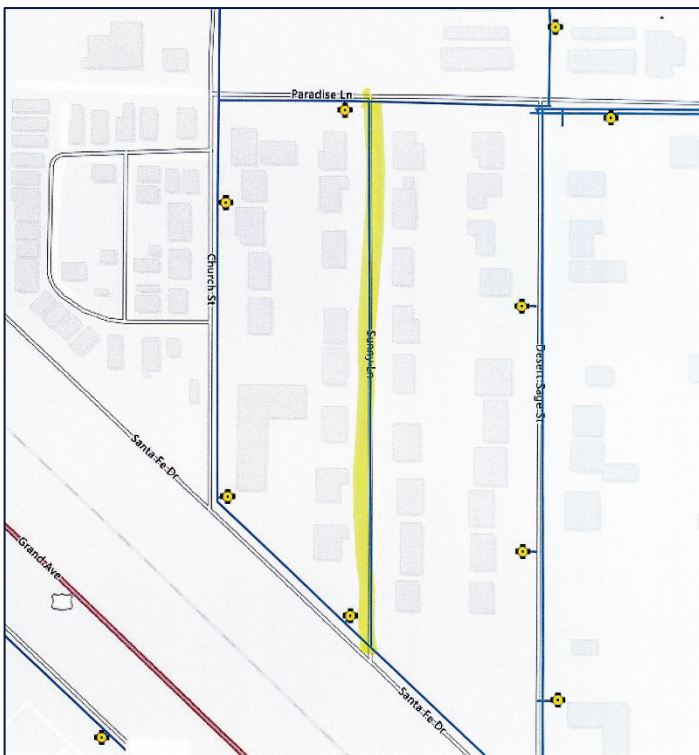
SUBJECT: **SUNNY LANE WATER LINE PROJECT**
Engineering & Design Phase Services

Dear Mr. Ketchmark:

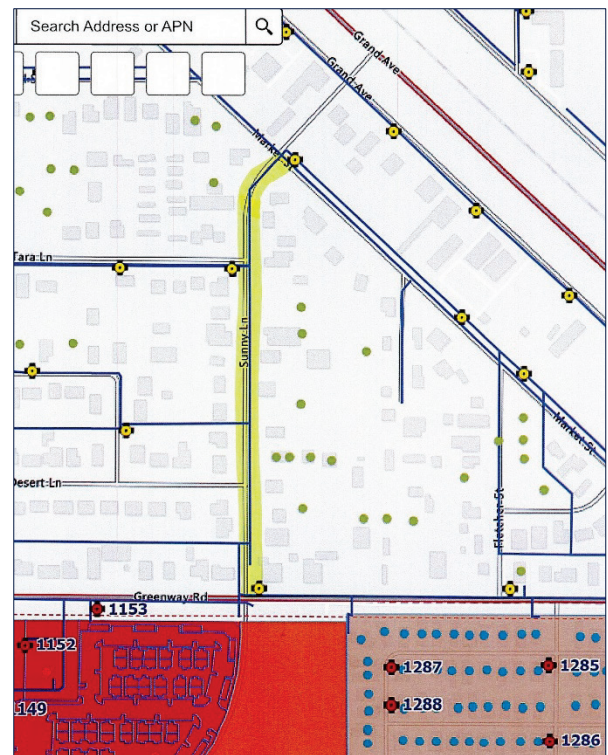
Rick Engineering Company (RICK) is pleased to submit this proposal to provide professional engineering services to survey, design, and develop construction plans, specifications, and a construction cost estimate for the proposed 6" water line in two sections of Sunny Lane in Old Town Surprise. Thank you for this opportunity to work with you, and to deliver a successful project for the City of El Mirage. We are confident you will be pleased with the quality of our work documents, as well as with the timeliness and responsiveness of our professional services.

PROJECT LOCATION

One section of the Sunny Lane water line is from Paradise Lane to Santa Fe Lane and the other section is Greenway Road to Market Street. The location of the project is shown on the site exhibits provided below.



Sunny Lane Water Line North Section



Sunny Lane Water Line South Section

PROJECT PARAMETERS

The project includes the following elements:

- Replacement of an existing 4" diameter water line; abandon the existing water line in place as required.

- Installation of a new 6" diameter ductile iron pipe water line with valves, hydrants, and appurtenances.
- The north water line section is 845 LF and the south water line section is 1,350 LF for a total length of 2,195 LF.
- Replacement of existing water service lines to connect to existing meters and meter boxes.
- Provisions and details for connections to existing water mains on each side of the new water line sections..
- Provisions and details for asphalt street surfacing removal and replacement per City of Surprise requirements.
- The City indicated that as-built plans can be provided for existing water line installation.

SCOPE OF SERVICES

1. Survey Services

- a. Survey Control. Horizontal coordinates shall be Arizona State Plane adjusted to ground and the vertical datum shall be on the municipal vertical elevation datum (unless otherwise directed).
- b. Full topographic survey of all physical features for the street right of way extended 50 feet beyond the ends of the project sections.
 - i. Physical features include, but are not limited to, street pavements, sidewalks, structures, fences, walls, surface utilities, trees, and shrubs within the existing walls and fences on each side.
- c. Topographic survey to include existing sanitary sewer manhole depths and storm drainage inlets and pipe facilities, if any, with sizes and flowlines for design purposes.
- d. Full width cross sections of the street within the limits at 50-foot maximum intervals between existing fences and walls on each side of the street.
 - i. Survey base mapping will show elevations contours at 1' intervals and spot elevations on key facilities.
- e. The topographic survey will include location the of the existing water meters, water valves, hydrants or flushing valves, and related water line facilities within or near the ROW lines.
- f. Survey base mapping will show the existing underground utility lines according to the utility maps of record.
- g. Location of centerline survey monuments to show approximate right of way lines for Sunny Land per city quarter sections maps and/or existing recorded plats.

2. Design Phase Services

- a. Design Criteria
 - i. Water line design shall follow the City of El Mirage design standards and will utilize MAG Standard Specifications and Details, 2023 Edition.
 - ii. Water valves shall be provided for at each end of the new water line installation. Water valve boxes/covers shall be at finished grade.
 - iii. Water services shall be provided connecting to existing water meters in existing meter boxes – Public Works personnel will reconnect the meters to the new water service line.
 - iv. Air release valves shall be provided at any high points in the water line.
 - v. Blow-off valve or hydrant shall be provided at any low points in the water line for flushing purposes.

- vi. Water line pipe shall be equipped with tracer location wire and warning tape.
- vii. Water line shall be designed with 4-foot minimum depth of cover.
- b. Kick-off Meeting
 - i. A project kick-off meeting will be held with Town staff to review the project objectives, design criteria, and other pertinent information.
- c. Utility Coordination
 - i. AZ811 utility mapping request for the project areas (part of survey phase).
 - ii. Transfer the utility mapping locations to the plan sheets (part of survey phase).
 - iii. Provide preliminary 60% plans to the utility companies for their conflict review.
 - iv. Determine critical locations of potential utility conflicts with the proposed water line alignment. Provide for potholing completed to confirm the location and depth of the utility at the potential conflict area.
 - v. Address comments received from the utility companies and revise the design as needed to avoid utility conflicts confirmed from the potholing work.
 - vi. Provide final 90% plans to the utility companies for their conflict review. Secure utility clearance letters.
 - vii. Address any additional comments that may be received and obtain project confirmation letters from the utility companies on the draft final plans.
 - viii. Provide final 100% plans to the utility companies when completed and approved by the City.
- d. Preliminary 60% Design & Plans
 - i. Prepare plan sheets from the topographic and right of way survey drawings and information.
 - ii. Prepare plan/profile base sheets at a likely scale of 1" = 20'.
 - iii. Preliminary design of the new water and sewer main design to address the following items:
 - o New water line horizontal and vertical alignment.
 - o Air release valves where needed at high points and blow-off valves at low points.
 - o New water service lines tying into existing meters with new meter boxes/covers located at the street ROW line.
 - o Related water line appurtenances including fire hydrants, valves, connections to the existing mains, fittings, etc.
 - o Removal and replacement of street surface and base materials.
 - o Utility fixture treatments (adjustment of manhole lids, drainage grates, and utility boxes, etc.) as needed.
 - iv. Prepare preliminary plan/profile sheets reflecting the preliminary design.
 - v. Develop a preliminary construction cost estimate for the project.

- vi. Submit preliminary plans and the preliminary construction cost estimate to the City for review and comment.
 - vii. Meet with City staff if needed to review the preliminary project design.
 - viii. Address comments received on the preliminary design submittal in the final plans.
- e. Final 90% & 100% Design & Plans
- i. Final design of the water line installation to reflect the new water location, construction, and installation of all associated fittings and appurtenances.
 - ii. Design and provide for the restoration of the project site disturbed by the construction activities and installation of the water main line and the water service lines and meter boxes.
 - iii. Call out details on the abandonment of the existing water line segments that are being replaced.
 - iv. Prepare and provide construction details as needed to clearly convey the intent of the design.
 - v. Prepare and provide construction notes as needed to define and convey the design intent.
 - vi. Prepare technical specifications section to reference, supplement, and modify as needed MAG Standard Specification and Details.
 - vii. Prepare and submit the 90% draft final design plan set to the City for review and comment.
 - viii. Submit the draft final plan set to the City of Surprise for their review and comment.
 - ix. Meet with City staff if needed to review the final project design and documents.
 - x. Address comments received on the draft final project documents.
 - xi. Finalize the plans and specifications for the projects.
 - xii. Submit 100% project documents to the City (plans, technical specifications, and construction cost estimate).
- f. Approval to Construct
- i. Prepare ATC permit application and submit for approval to construct the project.
 - ii. Prepare a design report as required for the ATC application.
 - iii. City will need to provide the nearest system pressure data and hydrant flow tests or water system modeling data for the water main project application.
 - iv. Submit the ATC to Maricopa County with the fee payment once the City has signed the application.

PROFESSIONAL SERVICES FEES

Rick Engineering Company will provide the above-described survey, engineering, and design phase services for a total lump sum fee of **Thirty Five Thousand Six Hundred Dollars (\$35,600.00)** including project-related direct reimbursable expenses (mileage, per diem, printing, plotting, mailing, etc.). In addition, there is an allowance for up to six utility conflict potholes to inform the project design in the amount of \$1,810 average per pothole for a total of \$10,600. The total contract amount, including the pothole allowance, is **Forty Six Thousand Four Hundred Sixty Dollars (\$46,460.00)**.

See the fee proposal worksheet found on the next page for a breakdown of these services.

DESIGN PHASE SERVICES (PLANS, SPECIFICATIONS & CONSTRUCTION COST ESTIMATE)						
<i>Personnel Classification</i>	<i>Project Principal</i>	<i>Survey Manager</i>	<i>Survey Crew</i>	<i>Surveyor Analyst</i>	<i>Admin. Clerical</i>	<i>Task Fee Amount</i>
Survey Hourly Billing Rates	\$250.00	\$165.00	\$180.00	\$135.00	\$115.00	-
Topographic & Control Survey for Design			16	1		\$3,015
Survey Drafting & Mapping		1.5		16	1	\$2,523
Survey Expenses & Per Diem Fee						\$150
<i>Subtotal Hours</i>	0	1.5	16	17	1	36
<i>Subtotal Fee</i>	\$0	\$248	\$2,880	\$2,295	\$115	\$5,688
Subtotal Fee for Survey						\$5,688
<i>Personnel Classification</i>	<i>Project Manager</i>	<i>Sr Project Engineer</i>	<i>Project Engineer</i>	<i>Sr CADD Technican</i>	<i>Admin. Clerical</i>	<i>Task Fee Amount</i>
Engineering Hourly Billing Rates	\$250.00	\$205.00	\$110.00	\$120.00	\$60.00	-
Preliminary 60% Design & Plans	6	8	16	60		\$12,100
Final 90% & 100% Design & Plans, Specifications & Estimate	14	8	16	52	5	\$13,440
ADEQ Approval to Construct Permit with a Design Report	4	8	4		2	\$3,200
<i>Subtotal Hours</i>	24	24	36	112	7	203
<i>Subtotal Fee</i>	\$6,000	\$4,920	\$3,960	\$13,440	\$420	\$28,740
ATC Fee	Maricopa County Approval to Construct Fee					\$600
Direct Project Expenses	Mileage, printing, recording, mailing, deliveries, etc.					\$572
Subtotal Fee for Design Phase Services						\$29,912
Total Lump Sum Fee for Surveying, Engineering & Design Phase Services						\$35,600
Allowance	Utility Conflict Potholing & Report (Safe Site) 6 potholes maximum @ actual cost per pothole					\$10,860
Total Project Fee with Allowance						\$46,460

Invoices for services rendered are sent to the City on a monthly basis. The invoice amount will be based on the estimated percent complete for the work involved with the project.

SCHEDULE

The surveying, engineering, and design phase services for this project can commence upon receipt of the City’s Task/Purchase Order for this project. Completion of the project is anticipated to be finalized within a 120-calendar day period. The project schedule can be adjusted as required and mutually agreed upon.

CONTRACT TERMS AND CONDITION

We understand this proposal, and the scope of services and fees set forth herein, will be incorporated by reference or directly into a City of El Mirage Task Order / Purchase Order under the terms and

conditions of the standard form of professional services agreement for our On-Call Contract with the City. Please provide the Task/Purchase Order at your earliest convenience to serve as our Notice to Proceed and to initiate the project.

SUMMARY

Please review the included scope of services and professional services fee proposal. Let us know if you require any edits or changes to this proposal. We would be happy to accommodate you in this regard to the greatest extent possible and practical.

If you have any questions regarding this proposal, please contact us directly.

Point of Contact: Dale Miller, 480.522.0330, dmiller@rickengineering.com

Thank you for requesting Rick Engineering Company to provide these services. We truly appreciate the opportunity to work with you and the City of El Mirage!

Respectfully submitted,
RICK ENGINEERING COMPANY



Dale E. Miller, PE
Principal / Public Works Program Manager