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#ROC 091022 B-01

# ABACUS

January 11, 2012

Mr. Brent Billingsley  
Director - Development Services  
Pattie LaCombe  
Buyer - Purchasing  
**City of Maricopa**  
45145 W. Madison Avenue  
Maricopa, AZ 85139

**RE: Professional Program Management and Design Services**  
Scope of Work and Fee Proposal for Contract Amendment No. 3  
Task Order 1 - Santa Cruz Site  
Task Order 2 - Vekol Site

Dear Brent and Pattie:

**Abacus Project Management** is pleased to submit the attached Proposal for Contract Amendment No. 3 for additional Engineering services for Wood/Patel, and reimbursable expenses for the projects.

This requested Contract Amendment includes the following elements:

**Task Order 1 - Santa Cruz Site - City Hall Complex Facility (1110065 & 1110096):**

- Wood/Patel: Map of Dedication - Roadway ROW and Description: \$7,040.00
- Reimbursable Costs to date\*\*: \$23,792.40
- Anticipated Future Reimbursable Costs (Not to exceed)\*\*: \$72,000.00

**Task Order 2 - Vekol Site - Regional Park / Multi-Gen Ctr / Swim Facility (1110097):**

- Wood/Patel: Floodplain Re-delineation and FEMA Appeal Process for Vekol Wash Tributary: \$55,951.00
- Abacus: Oversight and Management of Wood/Patel: \$2,875.00
- Reimbursable Costs to date\*\*: \$906.88
- Anticipated Future Reimbursable Costs (Not to exceed)\*\*: \$4,700.72

**Total for these services: \$167,266.00**

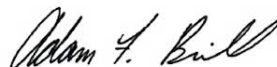
\*\* Total Reimbursable costs for the project equate to approximately 4.5 - 5% of the total professional services fee for both sites (Gensler, Wood/Patel and Abacus), it would not be uncommon for this to be closer to 8-10% on comparable projects.

Please review the attached Scope of Work and Fee Proposal documents and we would welcome the opportunity to sit with you and other City staff to discuss in greater detail. Thank you for the opportunity to be able to submit this fee proposal.

Sincerely,  
**Abacus Project Management, Inc.**



Jeff A. Turner  
Principal



Adam Brill, LEED AP  
Director

PBTS / JIM

12/6/11

Darrel E. Wood, P.E., R.L.S.  
Ashok C. Patel, P.E., R.L.S., CFM  
James S. Campbell, P.E.  
Thomas R. Gettings, R.L.S.  
Michael T. Young, P.E.  
Peter Hemingway, P.E.  
Jeffrey R. Minch, P.E.  
Robert D. Gofonia, P.E., R.L.S.  
Patrick W. Marum, P.E.  
Kenneth L. Knickerbocker, P.E., R.L.S.

October 25, 2011

Mr. Jeffrey Maas  
City of Maricopa  
201 East Washington Street  
Suite 750  
Phoenix Arizona 85004

Phone: (602) 523-4900  
Email: jeffrey\_maas@gensler.com

Re: **Maricopa City Complex Infrastructure Updates**  
**Master Study and Additional Design**  
WP# 103547.03

- ① \* - ORIGINALLY LOOKED @ ± 5 acres HAS GROWN. - to ± 10 acres
- ④ PUBLIC DRIVE/ROAD

Dear Mr. Maas:

Wood, Patel & Associates, Inc. (Wood/Patel) is pleased to submit this fee proposal for professional engineering services in support of the City Complex (Santa Cruz) Site for additional infrastructure evaluation and design. For a not-to-exceed fee ~~\$61,229.00~~, we will perform the services described in *Exhibit A "Scope of Work"*.

- ② - EMPHASIS ON UTILITIES / INFRASTRUCTURE.
  - ③ - R.O.W. DEDICATION.
  - ④ - WATER / SEWER MASTERPLAN
- \$7,040 - MAP OF DEDICATION ONLY

To accomplish these services, we have estimated project work-hours required for this project. The fees were derived based on project work-hours and other direct costs as defined in *Exhibit "B"*. Items 5 and 6 as outlined in our proposal were expanded due to the additional site related improvements.

This proposal represents our understanding of the project between the City of Maricopa, Abacus Project Management, Gensler and Wood/Patel in regard to the work set forth herein and may only be modified in writing as agreed to by all parties.

Please note that the estimated duration of this project will coincide with the current design undertaken by Wood/Patel in association with Gensler Architects.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project for the City.

Sincerely,

**Wood, Patel & Associates, Inc.**

Peter H. Hemingway, P.E.  
Senior Vice President  
Public Works

Attachments

Y:\WP\Proposals\Public Works Dept\Maricopa City Complex Infrastructure Updates.docx



EXHIBIT A

**SCOPE OF SERVICES  
MARICOPA CITY COMPLEX  
INFRASTRUCTURE MASTER STUDY &  
ADDITIONAL DESIGN**

The City of Maricopa (City) has requested that Wood/Patel provide additional engineering services to evaluate the water and wastewater services required for the ultimate build-out of the 144 acre site referred to as the Santa Rosa site. Our team will also prepare a map of dedication identifying the properties to be designated as being conveyed to the public rights-of-way as well as the design of box culverts to accommodate the designated entrance and roadway into the City Complex site that will accommodate proposed loop roadway. The original site designated for development was anticipated to be 5 acres with private roadways and subsequent to the completion of the planning for the area it has expanded to accommodate the City Hall building and a segregated Police Station resulting in a total acreage of 9.5 acres that will incorporate additional parking and drainage components. The interior roadways have been designated as public facilities as a result of the planning process.

The scope of work is as defined below:

**1. Project Management and Coordination**

Wood/Patel will meet with the City two (2) times (i.e., 2 meetings) for this aspect of the contract to review the project status and milestone progress:

- Site visit results to identify final land uses, and site configuration;
- Review comments and resolution meeting;

**2. Data Collection and Review**

Wood/Patel has collected the majority of the required information but will acquire the additional information required for the water and wastewater study assessment of the entire site. Potential data collection items include:

- Digital Files of the Topographic Mapping and Control Survey;
- Pertinent Design Plan/As-Built construction drawings (White & Parker Road);
- Aerial Photos;
- Infrastructure and Utilities As-Built Plans;
- Global Water and Sewer Master Plan?

**3. Master Water and Wastewater Plan**

The proposed site will be comprised of 140+ acres of development and require supporting infrastructure for the ultimate build-out. The site will be comprised of various components including municipal (City Hall, Police, Library, Museum or other civic related facilities); commercial (retail, restaurants, entertainment); residential (multi-family) and office buildings. The master water and sewer plan will consider:

- Types of facilities;
- Density of usage;
- Total building size;
- Phased build-out;

- And ultimate build-out
- A water model will be developed to confirm the system is sized appropriately

4. **Map of Dedication**

Wood Patel will prepare a map of dedication based upon the ultimate site rights-of-way and utility easements for the public facilities. The map will dedicate the loop roadway, White and Parker Road as well as the Bowlin Road and associated public parking facilities and any other areas considered to be within the public domain.

Our team will also verify the extent of the areas that will cross the current easements parallel to White and Parker Road and prepare/revise current easements to conform to the requirements of all vested parties.

5. **Box Culvert Design**

We will prepare the plans for the box culvert to be constructed at the main access way into the city complex site from White and Parker Road including any roadway improvements.

Our team will verify the hydraulics for the channel and mitigate any adverse impacts resulting from the improvements.

6. **Additional Site Design**

In addition, schematic design, design development and construction documents will be prepared for the entire 9.5 acre site, including grading and drainage, water and sewer systems and also stormwater pollution prevention plans. The loop roadway will be designed to public roadway standards.

**FEES**

A detailed fee breakdown is provided in Exhibit B. A summary is provided below.

1. Base Services .....	<del>\$61,229.00</del> - \$7,040
2. Optional Services .....	Not Included
<b>TOTAL.....</b>	<del>\$61,229.00</del> \$ 7,040

**AUTHORIZATION & ACCEPTANCE  
FOR ENGINEERING SERVICES**

Accepted for \_\_\_\_\_  
(Organization Responsible for Payment)

Accepted by \_\_\_\_\_  
(Name and Title)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Mr. Jeffrey Maas, AIA  
Gensler  
Maricopa City Complex Infrastructure

WOOD/PATEL

Project: City Complex Site Infrastructure Evaluation  
Location: Santa Cruz Site (City Complex)  
Date: October 25, 2011  
Reference: Scope of Work

Exhibit B  
WORK HOUR ESTIMATE

CIVIL ENGINEERS • HYDROLOGISTS • LAND SURVEYORS • CONSTRUCTION MANAGERS  
W/P Job: PHH  
Engineer:

Tasks No	Description	Proj Prnc	Sr. Proj Mgr	Proj Engr	Proj Des	Sr Survey	Eng'g Tech	Total Hours	Labor Amount	Reppo Misc	Miles	Total Expenses	Task Amounts
Task 1 Subtotals													
4	Project Management & Coordination	4	12	4	4	0	0	22	\$3,260.00	\$0	240	\$132	\$3,392.00
Task 2 Subtotals													
2	Data Collection	0	4	4	4	0	0	14	\$1,800.00	\$100	100	\$155	\$1,955.00
Task 3 Subtotals													
3	Master Water and Sewer Plan Review Existing System	1	2	8	4	0	0	15	\$2,115.00	\$0	0	\$0	\$2,115.00
	Evaluate/Refine Water and Sewer Plan	1	2	16	0	0	8	43	\$5,315.00	\$0	0	\$0	\$5,315.00
	Evaluate Systems and Model	2	6	20	6	0	0	34	\$4,929.00	\$0	0	\$0	\$4,929.00
	Verification of modelling results	2	4	24	4	0	10	44	\$5,840.00	\$0	240	\$132	\$6,172.00
Task 4 Subtotals													
6	Map of Dedication Roadway ROW and Description	6	14	68	30	0	18	138	\$18,190.00	\$0	240	\$132	\$18,322.00
Task 5 Subtotals													
5	Box Culvert Design	6	0	0	0	0	0	76	\$7,040.00	\$0	0	\$0	\$7,040.00
	Culvert Design	4	4	8	4	0	0	16	\$2,260.00	\$0	0	\$0	\$2,260.00
	Hydrology	4	4	6	4	0	0	14	\$1,960.00	\$0	0	\$0	\$1,960.00
Task 6 Subtotals													
0	Additional Site Area Design	0	8	14	8	0	0	30	\$4,220.00	\$0	0	\$0	\$4,220.00
	Roadway Design (Loop Road)	6	12	32	8	0	6	72	\$9,600.00	\$500	0	\$500	\$10,100.00
	Parking Lot Design	4	12	24	8	0	6	62	\$8,070.00	\$0	0	\$0	\$8,070.00
	On-Site Drainage Design	8	12	20	8	0	6	62	\$8,130.00	\$0	0	\$0	\$8,130.00
Task 7 Subtotals													
18	Task 7 Subtotals	18	36	76	24	0	18	193	\$25,800.00	\$500	0	\$500	\$26,300.00
Task 8 Subtotals													
0	Task 8 Subtotals	0	0	0	0	0	0	0	\$0.00	\$0	0	\$0	\$0.00
Task 9 Subtotals													
34	Task 9 Subtotals	34	74	166	66	20	86	474	\$60,310.00	\$600.00	580	\$919.00	\$61,229.00
BASE SUBTOTAL													
0	OPTIONAL SUBTOTAL	0	0	0	0	0	0	0	\$0.00	\$0	0	\$0	\$0.00
TOTAL ESTIMATE													
34	TOTAL ESTIMATE	34	74	166	66	20	86	474	\$60,310.00	\$600.00	580	\$919.00	\$61,229.00

\$7,040.00  
\$7,040.00

JKPP

FEMA → RF-MAP OFFORT 12/6/11

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™

CIVIL ENGINEERS • HYDROLOGISTS • LAND SURVEYORS • CONSTRUCTION MANAGERS

FLOOD PLAIN DELINEATION  
TEP \$10,000 per mile  
\$5,200 → WOOD.  
PATEL'S  
PRICES

- Darrel E. Wood, P.E., R.L.S.
- Ashok C. Patel, P.E., R.L.S., CFM
- James S. Campbell, P.E.
- Thomas R. Gettings, R.L.S.
- Michael T. Young, P.E.
- Peter Hemingway, P.E.
- Jeffrey R. Minch, P.E.
- Robert D. Gofonia, P.E., R.L.S.
- Patrick W. Marum, P.E.
- Kenneth L. Knickerbocker, P.E., R.L.S.
- Shimin Zou, Ph.D., P.E., CFM
- Darin L. Moore, P.E.
- John M. Bulka, P.E.
- John C. Tuter, P.E.
- Darrell D. Smith, P.E.
- Chintan S. Jhaveri, P.E.
- Scott A. Audsley, P.E., LEED AP
- Emily C. Schad, R.L.S.
- Gabriel S. Rios, R.L.S.
- Daniel J. Cronin, PMP, LEED AP
- James G. Taillon, CFM
- Darren D. Forstie, P.E.
- Stephen M. Scinto, P.E.
- Jesse S. Schultz, P.E.
- Mauricio M. Iacueli, P.E., LEED AP
- James C. Newberry, P.E.

November 16, 2011

Mr. Adam Brill, LEED AP BD+C  
Senior Project Manager  
ABACUS Project Management, Inc.  
3030 North Central Avenue  
Suite 1207  
Phoenix, AZ 85012

Phone: (602) 265-6870  
Fax: (602) 265-9360  
Email: [abrill@abacus.com](mailto:abrill@abacus.com)

Re: **Technical Documentation and Analyses to Support Appeal to FEMA for the Vekol Wash Tributary Floodplain Delineation WP No. 113690**

-NTP / COUNCIL ACTION.

Dear Mr. Brill:

Wood, Patel & Associates, Inc. (Wood/Patel) is pleased to submit this fee proposal for professional engineering services in support of the floodplain re-delineation services and Federal Emergency Management Agency (FEMA) appeal process for the Vekol Wash Tributary in the City of Maricopa, Pinal County, Arizona. For a not-to-exceed fee of **\*\$55,951.00**, we will perform the services described in *Exhibit A "Scope of Work"*.

To accomplish these services, we have estimated project work-hours required for this project. The fees were derived based on project work-hours and other direct costs as defined in *Exhibit "B"*.

This proposal represents our understanding of the project between the ABACUS Project Management and Wood/Patel in regard to the work set forth herein and may only be modified in writing as agreed to by both parties.

Please note that the estimated duration of this project is approximately 8 weeks from the notice to proceed.

**EXHIBIT A**  
**SCOPE OF SERVICES**

The City of Maricopa (City) has requested that Wood/Patel provide engineering services to prepare additional data and documentation for an appeal to the FEMA flood delineation study of the Vekol Wash Tributary under development by BakerAECOM. The type of appeal will be based on "technically incorrect" flood elevations or depths according to FEMA document "Appeals, Revisions, and Amendments to National Flood Insurance Program Maps – A Guide for Community Officials, December 2009."

This document provides guidelines for the appeal processes, including supporting data and documentation requirements. The appeal will be based on the contention that insufficient or poor-quality data were used to develop the preliminary floodplain delineation for the Vekol Wash Tributary.



**Technical Documentation and Analyses to Support Appeal to  
FEMA for the Vekol Wash Tributary Floodplain Delineation**

To show that insufficient or poor-quality hydrologic data were used, Wood/Patel must submit the following in support of the City's appeal:

1. Data believed to be better than those used in original hydrologic analysis;
2. Documentation for source of data;
3. Explanation for improvement resulting from use of new data;
4. New hydrologic analysis based on better data;
5. New hydraulic analysis based on flood discharge values resulting from new hydrologic analysis;
6. Revised Flood Profiles; and
7. Revised flood zone boundary and regulatory floodway boundary delineations.

The previous work completed by Wood/Patel addresses items 1 through 4 of the submittal requirements (*Vekol Wash Tributary Hydrology Update Report, October 2011*). The updated hydrology has received tentative approval from the City and the County. In a conference call with FEMA, BakerAECOM, City of Maricopa and Wood/Patel on September 26, 2011, Robert Bezek (FEMA) indicated that the City would have to follow the appeal process. To provide a complete submittal, items 5 through 7 will also need to be completed. Since there is no floodway defined as part of the preliminary floodplain delineation, no floodway re-delineation will be required as part of this appeal.

To produce items 5 through 7 the following scope of work is limited as defined below:

**1. Project Management and Coordination**

Wood/Patel will meet with the City/County three (3) times (i.e. 3 separate meetings) for the duration of the contract to review the project status and milestone progress: 1) review hydraulic modeling results, preliminary floodplain delineation and site visit to field verify conveyance corridors, Manning's n-values and major structures; 2) comment resolution on preliminary floodplain delineation; 3) Pre-final submittal comment resolution including Technical Data Notebook.

**2. Data Collection and Review**

Wood/Patel will be provided available hydraulic, survey, and mapping data for the preliminary Vekol Wash Tributary floodplain delineation developed by FEMA and BakerAECOM. Potential data collection items include:

- Digital Files of the Topographic Mapping, Control Survey, Supplemental Survey and Digital Terrain Model (DTM);
- Preliminary Hydraulic Models Corresponding to Floodplain Delineations;
- Aerial Photos Supporting DFIRM;
- Mapping and GIS files for the Preliminary Floodplain Delineations

**3. Hydraulic Modeling Revisions based on Refined Hydrology**

Wood/Patel will revise the HEC-RAS models using the new hydrology. Flow splits/diversions, Manning's n values, and ineffective flow areas will be updated. The reaches to be updated include:

- Vekol Wash Tributary – main wash (5.12 miles)
- Vekol Channel (2.66 miles)
- Vekol Split (1.16 miles)
- Vekol Shallow (0.14 miles)

**Technical Documentation and Analyses to Support Appeal to  
FEMA for the Vekol Wash Tributary Floodplain Delineation**

The floodplain re-delineation totals approximately nine (9) miles within the City of Maricopa jurisdictional boundaries for the Vekol Wash Tributary flooding source. The change in hydrology will result in the re-evaluation of the cross-section orientation, Manning's n values, ineffective flow areas, flow splits, and shallow flow conditions. It is possible that the hydraulic modeling could result in changed flow split values in some locations. In some areas, the flow may not be contained by the cross-section geometry and if the estimated flow depth is less than 0.5 feet, no breakout would be evaluated. This task also includes developing revised flood profiles (FEMA format) for each reach of the wash.

**4. Study Work Maps Revisions**

The study work maps will be updated to illustrate the revised floodplain delineations, tie-ins to effective data, BFEs, and cross section data/labels. The floodplain work maps will be developed using a 1 inch equals 200 feet scale. These work maps can be used by the City/County for reference on proposed developments within the Vekol Wash Tributary floodplain.

Digital files will be provided (DXF and GIS shape files) will be provided to the City/County and FEMA as part of the appeal submittal based on the current study horizontal and vertical datum.

**5. Technical Data Notebook (TDN)**

A TDN will be prepared documenting the appeal data. The hydraulic modeling results tables will be developed. The figures and appendices related to these revisions will also be developed in support of the appeal including the revised flood profiles.

**6. Review Coordination with City/County**

The refined hydraulic models as well as the TDN and work maps will be reviewed with both the City and County before they are sent to FEMA for review and concurrence. Wood/Patel will coordinate with the County and City and respond to comments and clarify issues during the review process.

**7. Coordination with and Responses to FEMA Review Comments**

Wood/Patel will prepare the supporting data and documentation for the appeal, coordinate with FEMA and respond to comments during the FEMA review/approval process.

Mr. Adam Brill, LEED AP BD+C  
Senior Project Manager  
ABACUS Project Management, Inc.

November 16, 2011  
Page 4 of 8

**Technical Documentation and Analyses to Support Appeal to  
FEMA for the Vekol Wash Tributary Floodplain Delineation**

**FEES**

A detailed fee breakdown is provided in Exhibit B. A summary is provided below.

**1. Base Services..... \$55,951**

**PAYMENT**

A lump sum fee has been established on specific work elements outlined in this Scope of Service Agreement. The Client agrees to pay the Consultant hourly based on the current Hourly Rate Schedule for non-specific work items that do not have a lump sum fee

**RETAINER**

A \$0.00 retainer is required to begin the professional services outlined above. This retainer will be applied to the final project invoice per industry standard.

**WOOD/PATEL**

CIVIL ENGINEERS \* HYDROLOGISTS \* LAND SURVEYORS \* CONSTRUCTION MANAGERS

W/P Job: 113690.01  
 PM: JRM

Project: Appeal to FEMA for the Vekol Wash Tributary FDS  
 Location: City of Maricopa  
 Date: November 16, 2011  
 References: Scope of Work - "Exhibit A"

**Exhibit B  
 WORK HOUR ESTIMATE**

No	Tasks Description	Proj Princ	Sr. Proj Mgr	Proj Engr	Proj Des	Proj Tech	Eng'g Tech	File Staff	Total Hours	Labor Amount	Repo Misc	Miles	Total Expenses	Task Amounts
1	Project Management and Coordination	4	4	12	4	4	0	0	22	\$3,260	\$0	240	\$132	\$3,392
Task 1 Subtotals														
2	Data Collection/Site Visit	0	0	8	8	0	0	2	18	\$2,580	\$100	180	\$199	\$2,779
Task 2 Subtotals														
3	Hydraulic Modeling Revisions based on Refined Hydrology													
	Base flood revisions		8	32	60				100	\$12,640				\$0
	Flow split/division revisions		2	4	6				12	\$1,570				\$0
	Manning's n-value revisions		2	4	4				10	\$1,350				\$0
	Ineffective area revisions		2	4	8				14	\$1,790				\$0
Task 3 Subtotals														
4	Study Work Maps Revisions													
	Floodplain re-evaluations		2	8	20				46	\$5,910				\$0
	Flood profiles revisions		2	6	8				20	\$2,430				\$0
	Cross section data and BFE revisions		2	6	2				14	\$1,770				\$0
	Digital data update		2	6	16				32	\$3,650				\$0
Task 4 Subtotals														
5	Technical Data Notebook (TDN)													
	TDN revisions		2	6	28				44	\$6,180	\$1,000		\$1,000	
	Tables, figures, and appendices update		2	4	8				20	\$2,270			\$0	
Task 5 Subtotals														
6	Review Coordination with County/City													
	Review coordination with County		2	4	2				8	\$1,250			\$0	\$50
	Review coordination with City		2	4	2				8	\$1,250			\$0	\$50
Task 6 Subtotals														
7	Coordination with and Responses to FEMA Review Comments													
	Helping City to Coordinate with FEMA during appeal process		2	8	8				32	\$4,130			\$0	\$0
	Responses to review comments		2	8	12				48	\$6,520	\$100		\$100	\$6,620
Task 7 Subtotals														
<b>TOTALS</b>														
		16	80	134	146	28	12	416	416	54,420	\$1,200	600	\$1,531	\$55,951

**Technical Documentation and Analyses to Support Appeal to  
FEMA for the Vekol Wash Tributary Floodplain Delineation**

**TERMS OF AGREEMENT**

1. Wood, Patel & Associates, Inc., herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Client and Consultant have agreed, to the fullest extent permitted by law, to allocate the risks of this Project such that the aggregate liability of Consultant, its sub-consultants and the insurers of Consultant or its sub-consultants, to Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses arising from any cause or causes (including without limitation attorneys' fees and costs and expert-witness fees and costs) shall not exceed the greater of \$500,000 or the total fee paid Consultant for its services on this Project. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
7. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
8. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that changes in policy or interpretation made by said agencies after the date of this Agreement cause a need for additional office or field work to comply with such changes, Client shall pay Consultant for such additional work according to the terms and fee schedules in effect at the time such services are performed.
9. The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project is placed on hold. All studies, reports, plans, specifications, certifications or other professional documents generated by Consultant (collectively "instruments of service") for the project covered by this Agreement remain Consultant's property and Consultant shall be deemed their author and sole owner. Consultant shall retain all copyrights, common law, statutory and other ownership rights to its instruments of service. Upon paying in full for Consultant's services, Client shall obtain a limited, non-exclusive license to use Consultant's instruments of service for purposes of this project only. Client acquires no ownership rights to Consultant's instruments of service by virtue of this Agreement, and it may not use Consultant's instruments of service, or any aspect, element, or derivative work based on them for any other purpose. Nor does Client have any right to further assign, delegate, pledge or transfer the limited license created by this Agreement without the express written permission of Consultant, which Consultant may withhold in its sole discretion. Client may, consistent with the terms and conditions of this Agreement, reproduce Consultant's instruments of service, or portions or derivative works based thereon, to satisfy regulatory requirements of any authority having jurisdiction over the project, or for the use of any consultant, contractor, subcontractor, or supplier to Client executing the work described in Consultant's instruments of service. Consultant's instruments of service may not be used for any future addition to or alteration of the project without Consultant's express written permission.
11. Construction staking fees are for setting one (1) set of stakes only for each item listed. Owner/contractor is responsible for protecting these stakes. Any restaking or staking of items not listed or replacement of control stakes or pins necessary to stake the item of work called for shall be performed on an hourly basis as an extra.

Mr. Adam Brill, LEED AP BD+C  
Senior Project Manager  
ABACUS Project Management, Inc.

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12. Construction staking or restaking will be performed and charged as an additional service when requested by a designated representative of your office.
13. Printing of plans, delivery charges, and postage, as well as review fees, will be billed as an extra to the contract at cost plus fifteen (15) percent.
14. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
15. This proposal is valid for sixty (60) days from the date of preparation.
16. Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during this Agreement and for one (1) year following completion of this Agreement.
17. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
18. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
19. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to require a similar provision in all contracts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.
20. Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub consultants as Additional Insureds, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client and Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless Client, Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Contractor's (or any subcontractor's) negligent or willful acts, errors or omissions in connection with the Project, including without limitation all claims by employees of the contractors.

Mr. Adam Brill, LEED AP BD+C  
Senior Project Manager  
ABACUS Project Management, Inc.

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We appreciate the opportunity to submit this proposal and look forward to working with you on this important project for the City of Maricopa. If this agreement meets with your approval, please indicate by signing below and returning one copy to us.

Sincerely,

**Wood, Patel & Associates, Inc.**



Jeffrey R. Minch, P.E.  
Principal  
Vice President – Water Resources

JRM/ju

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**AUTHORIZATION & ACCEPTANCE  
FOR ENGINEERING SERVICES**

Accepted for \_\_\_\_\_  
(Organization Responsible for Payment)

Accepted by \_\_\_\_\_  
(Name and Title)

Signature \_\_\_\_\_ Date \_\_\_\_\_