

## PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26 day of September, 2023, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and RICK Engineering Company, Inc., an Arizona corporation ("Consultant"), for to provide professional engineering services for the Honeycutt Avenue Extension and the Edwards Avenue Underpass project, hereinafter called the "Project." The City and Consultant are referred to collectively as the "Parties."

WHEREAS, City desires to retain a consultant to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, City has complied with the procedures set forth in Section 3.65.120 of the City of Maricopa City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

### AGREEMENT

1. DESCRIPTION OF PROJECT: Consultant will effectively and efficiently provide the City provide professional engineering services for the Honeycutt Avenue Extension and the Edwards Avenue Underpass project as more specifically set forth in Exhibit A, which is attached hereto an incorporated into this Agreement.

2. SCOPE OF WORK: Consultant agrees to perform the following professional engineering services:

See attached Exhibit A, which is attached hereto and incorporated into this Agreement.

3. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional engineering services described in Section 2 as follows:

See Exhibit A, which is attached hereto and incorporated into this Agreement.

In no event shall the amount of compensation exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), which includes Seventeen Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$17,975.00) in owners allowances. Exhausting the total amount payable for activities described in Section 2, Scope of Work, shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 2, Consultant shall charge, and City shall pay, an hourly rate as mutually agreed upon in writing prior to Consultant performing the additional services.

4. TERM: This Agreement shall be effective on the date set forth above and extend until August 31, 2024 or the completion of the Scope of Work, whichever occurs first.

5. CONSULTANT BILLING: Consultant shall bill City monthly on a percentage of completion basis for services rendered for each task set forth in Exhibit A in a total amount not to exceed Section 3 above. City shall pay such billings within thirty (30) days of the date of receipt of the Consultant's invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the invoice.

6. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Consultant with all data, information and other supporting services specified in Exhibit A.

7. CONSULTANT'S STANDARD OF PERFORMANCE: While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement that are a breach of this standard.

8. CONFIDENTIALITY: Consultant, and any subcontractors or individuals hired by Consultant to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of City. Consultant, and any subcontractors or individuals hired by Consultant, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement.

9. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa  
Attn: City Manager  
39700 W. Civic Center Plaza  
Maricopa, AZ 85138

If to Consultant:

RICK Engineering Company, Inc.  
Attn: Dale Miller  
2401 W Peoria Ave, Ste 130  
Phoenix, AZ 85029

10. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Consultant shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Consultant shall deliver to City all work in any state of completion at the date of effective termination.

11. SUBCONTRACTORS: Consultant shall, within ten (10) days after the execution of

this Agreement and before awarding any subcontract, furnish City with a list of proposed subcontractors, if any, and shall not employ any that City may object to for any reason. Consultant agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and City.

12. RECORDS: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

13. INSURANCE:

13.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. The Consultant's insurance, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable, shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this

Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto on a blanket basis.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant 's insurance shall be primary and non-

contributory insurance as respects performance of the Agreement except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

### 13.2 Required Insurance Coverage.

a. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. Such limits may be met in combination of primary and excess policies. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

b. Vehicle Liability. In the event that Consultant's employees, agents or subconsultants will be required to use a vehicle to provide the services set forth herein, the Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy.

c. Professional Liability (Errors and Omissions Liability). Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Intentionally Omitted.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

14. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

15. UNCONTROLLABLE FORCES: City and Consultant shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

16. INDEMNIFICATION: To the fullest extent allowed by law, Consultant shall indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement.

17. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

18. INDEPENDENT CONTRACTOR: Consultant shall at all times during Consultant's performance of the services retain Consultant's status as independent contractor. Consultant's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.

19. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Consultant and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Consultant shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration

shall be divided equally between the City and Consultant. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

20. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

21. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Consultant under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

22. LICENSE: Consultant represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Consultant further represents and warrants that any license necessary to perform the services by a Subconsultant under this Agreement is current and valid.

23. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

24. THIRD PARTY BENEFICIARIES: There are no third-party beneficiaries of this Agreement.

25. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

26. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

27. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

28. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C.

12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The Consultant shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Consultant shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

29. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Consultant acknowledges, by signature to this agreement, that: Consultant is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Consultant's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

30. UNDOCUMENTED WORKERS: Consultant understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Agreement to ensure that the Consultant or Subcontractor is complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of subcontractors to ensure compliance with Immigration Warranty. Consultant agrees to assist the City in regard to any random verification(s) performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

31. NO KICK-BACK CERTIFICATION: Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Consultant's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Consultant hereunder, the full amount of such commission, percentage, brokerage or contingent fee.



32. ISRAEL BOYCOTT: Consultant shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01.

33. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED. Pursuant to A.R.S. § 35-394, Consultant hereby certifies to the City as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. The Consultant further acknowledges and agrees that: (1) if the Consultant becomes aware during the term of this Agreement that it is not in compliance with this certification that the Consultant will notify the City within five (5) business days after becoming aware of the noncompliance; and (2) if the Consultant does not provide the City with a written certification that the Consultant has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement’s termination date. The City retains the legal right to inspect the records of the Consultant to ensure compliance with this certification for the duration of this Agreement.

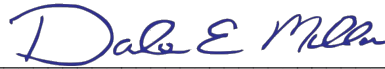
34. CONFLICTING TERMS. In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern. Notwithstanding the foregoing, unauthorized exceptions, conditions limitations or provisions in conflict with the terms of this Agreement and Exhibit A (collectively, “Unauthorized Conditions”), other than the City’s specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under Exhibit A shall not alter or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

**CONSULTANT:**

RICK Engineering Company, Inc.,  
An Arizona corporation

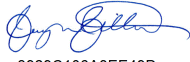


By: Dale E. Miller, PE

Title: Principal, Public Works Program Manager

**CITY OF MARICOPA**  
an Arizona municipal corporation

DocuSigned by:

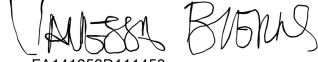


3929C106A8EE49D...  
Benjamin Bitter

Deputy City Manager

**ATTEST:**

DocuSigned by:



FA141262D1114463...  
Vanessa Bueras, MMC  
City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:



2D7550DA8630427...  
Tina Vannucci  
City Attorney

**EXHIBIT A**  
Scope of Work and Compensation



08/24/2023

SENT BY EMAIL

[tammy.valadezpaz@maricopa-az.gov](mailto:tammy.valadezpaz@maricopa-az.gov)

Tammy Valadez Paz, Engineering Project Manager  
**City of Maricopa Public Works Department**  
45755 W Edison Road  
Maricopa, Arizona 85139

RE: Proposal for Professional Engineering Services  
**TASK 1 – HONEYCUTT AVE EXTENSION**  
**TASK 2 – EDWARDS AVE UNDERPASS**

Ms. Valadez Paz:

Rick Engineering Company (RICK) is pleased to present this proposal for the design of the proposed improvements for the Honeycutt Avenue Extension and the Edwards Avenue Underpass project. Thank you for inviting us to propose on this street improvement project for the City of Maricopa.

### **Project Locations**

The Honeycutt Avenue Extension and the Edwards Avenue Underpass street sections are located east of John Wayne Parkway (SR347) as shown on the map exhibits provided by the City and found on the next page.

### **Project Overview**

The City of Maricopa would like to extend both Honeycutt Avenue and Edward Avenue through the proposed commercial development on the east side of John Wayne Parkway. The extent of the designs for each street segment are shown on the map exhibits. Additional project parameters are listed below.

- Honeycutt: Water and sewer line crossings – Global Water to provide the design for each of these utilities.
- Edwards: New water line to be installed under the street – Global Water to provide the design.
- Edwards: Existing Kinder Morgan gas line under the street.
- Abutting land parcels are required to accommodate the storm water runoff from their half street via surface drainage structures or possibly a storm drain to a retention basin – coordinate connections.
- City can provide as-builts, CAD files, easements, and other pertinent information via a provided file transfer site.

Each street segment is a separate task but will be concurrently designed under one professional services contract.

### **Proposal**

On the following pages, RICK has set forth a scope of services and schedule for both tasks, and fee proposals for each task, all to be completed under one professional services agreement. Please review this information and let us know if this proposal is acceptable to you, or if you require any revisions. Thank you for your consideration. We appreciate the opportunity to work closely with you for a successful delivery of this project.

Sincerely,  
RICK ENGINEERING COMPANY

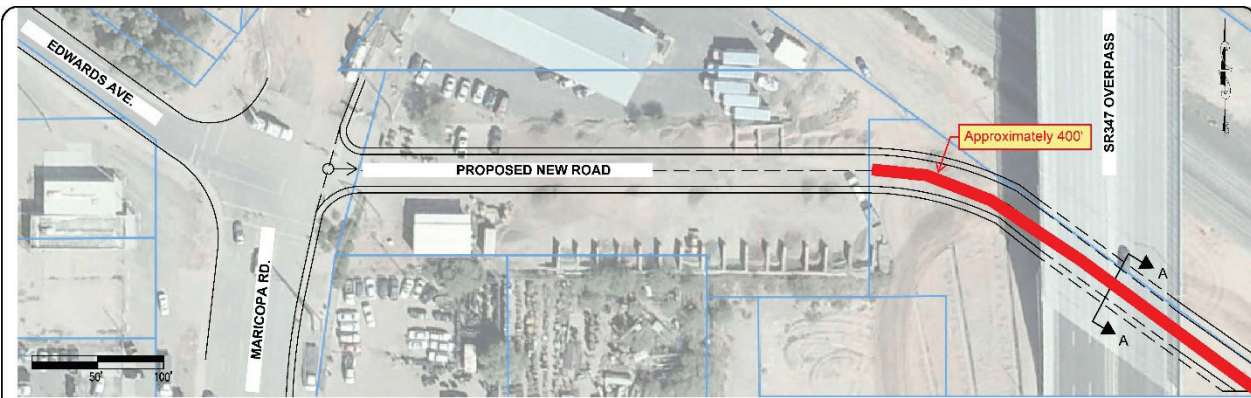
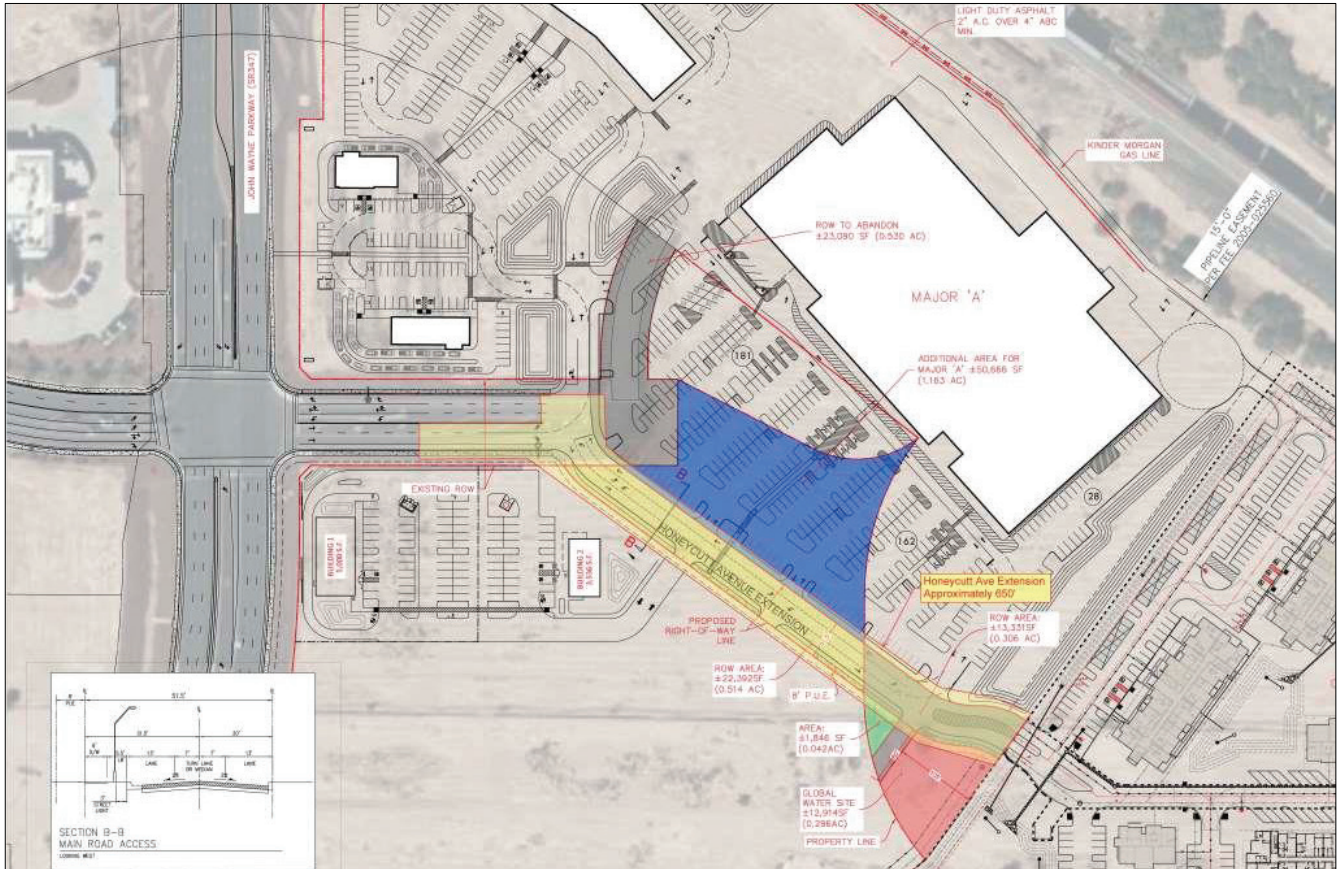
A handwritten signature in blue ink that reads "Dale E. Miller".

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

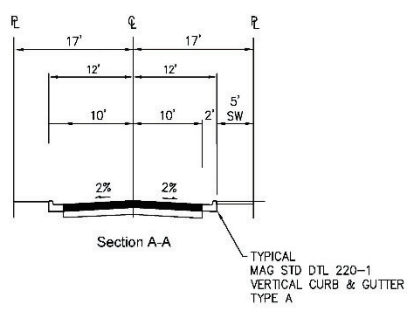
Attachments: Proposal from Safe Site Utility Services

**CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS**

**PROJECT LOCATION MAPS**



1 LOCATION OF IMPROVEMENTS



2 PROPOSED STREET CROSS SECTION



CITY OF MARICOPA, AZ

EXHIBIT 1 - NEW ROAD UNDER SR347 OVERPASS

REVISIONS:	NO.	DATE

DATE: 03/28/21  
DRAWN: E.R.  
CHECKED:  

SHEET:  
1 OF 1



**CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS****SCOPE OF SERVICES**

The following scope of services applies to each task under the professional services contract. Each task though will have a separate set of project documents including plans and construction cost estimates.

**1. Survey Services**

- a. Survey Control. Horizontal coordinates shall be Arizona State Plane adjusted to ground and the vertical datum shall be NAVD 88 (unless otherwise directed).
- b. Topographic survey of all physical features and improvements for the full width of the street right of way and will be extended 100' beyond the end limits of the street segments.
  - i. Physical features include, but are not limited to, street pavements, sidewalks, structures, fences, walls, surface utilities, trees, and shrubs within or abutting the right of way limits.
- c. Full-width cross sections of the street widening area at regular intervals to the street right of way line.
- d. Survey base mapping will show elevations contours at 1' intervals and spot elevations on key facilities.
- e. The topographic survey will include location of the existing pavements, manholes, water meters, water valves, hydrants, flushing valves, and utility fixtures and facilities within the survey limits.
- f. Street right of way lines will be shown on the survey base maps.
- g. Existing underground utility lines according to the agency maps of record will be shown on the survey base mapping. The City is to provide the proposed right of way widths.

**2. Preliminary Design and Preliminary Plans – 60% Stage**

Note: Task 1 – Honeycutt Ave Extension Project and Task 2 – Edwards Ave Underpass Project will each have their own respective plan sets produced for the project.

- a. Draft base plan sheets developed from the topographic survey information and utility mapping received.
- b. Prepare plan sheet(s) at a scale of 1"=20'; or if more detail is needed, a scale of 1"=10' may be used for details.
- c. Utility Coordination.
  - i. Submit preliminary plans to utility companies for conflict review.
  - ii. Address comments received from the utility companies.
  - iii. Identify any potential utility conflict locations and request potholing as may be needed.
  - iv. Modify the preliminary design and plans as needed based on the potholing information.
  - v. Resubmit the preliminary plans to the utility companies for their information and review.
- d. Utilize MAG Standard Details and Specifications.
- e. Establish pavement geometrics and delineate the proposed street improvements.
  - i. Street grading, drainage, and paving improvements.
  - ii. Sidewalk and curb ramps compliant with PROWAG guidelines.
- f. Evaluate storm water runoff and design drainage facilities per City requirements.

## CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS

- i. Prepare and submit a drainage report (drainage statement/memo).
- g. Incorporate identified drainage features and facilities on the plans.
- h. Prepare typical cross-sections, pavement sections, and profile views.
- i. Review the geotechnical report and incorporate the recommendations into the design and plans.
- j. Evaluate side street, access, and driveway impacts to the design.
- k. Identify and address utility fixture adjustments and relocation for manhole frames/cover, hydrants, water valve boxes, etc.
- l. Provide for landscape irrigation conduit under the street pavement where needed.
- m. Identify and show the location of street lights and develop street light plans (Honeycutt Ave Extension only).
- n. Prepare signing and striping plans.
- o. Coordinate with abutting development owners and engineers during the preliminary design phase.
- p. Identify and show on the preliminary plans any temporary construction easements that may be needed.
- q. Determine construction quantities and prepare a preliminary stage construction cost estimate.
- r. Submit the preliminary 60% plans to the City for review and address any comments on the plans.

### 3. Pre-final and Final Design and Plan Set – 95% and 100% Stages

Note: Task 1 – Honeycutt Ave Extension Project and Task 2 – Edwards Ave Underpass Project will each have their own respective plan sets produced for the project.

- a. Final design of the street and intersections, drainage facilities, sidewalk, and related improvements.
- b. Refine and update the preliminary design, typical sections, and grading, drainage, and paving plans, including signing and striping plans and streetlight plans), to develop a pre-final construction drawing set.
- c. Provide for sidewalk and driveway access that is ADA/PROWAG compliant.
- d. Consider and address the potholing test results in the final design.
- e. Finalize the details for any utility fixtures (manhole frames/covers, water valve boxes, utility boxes, etc.) in need of adjustment to finished grade and for utility features such as street lights and water valves.
- f. Prepare and provide construction details and notes as needed to clearly convey the intent of the design.
- g. Update and provide the drainage statement/memo.
- h. Update construction quantities and the construction cost estimate.
- i. Submit the pre-final 95% plans to the utility companies for a final review and address any comments or conflict issues received.
- j. Coordinate with abutting development owners and engineers during the final design phase.

## CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS

- k. Submit the pre-final 90% plans and construction cost estimate to the City for review and address any comments received.
- l. Final project document set will include final 100% plans and itemized construction quantities and cost estimate.
- m. Provide electronic files for all final design project documents to the City in PDF and original file formats (e.g., Word, Excel, CAD files, etc.).

### City Allowances

- Legal Description & Map Exhibit for ROW
  - This allowance is based on the assumption of one legal description and map exhibit for each street segment task.
- Potholing
  - The potholing allowance is based on an assumed 6 potholes to be completed for the Honeycutt Avenue Extension Project task and an assumed 2 potholes to be completed for the Edwards Avenue Underpass Project task.
  - Potholing will be requested once utility conflict locations have been identified.
  - Potholing will be invoiced at the actual cost for the numbers of pothole test completed.
- Bid & Construction Phase Services
  - Post design services will be provided as needed and requested and may include the following.
    - Attend pre-bid meeting.
    - Attend pre-construction meeting.
    - Review shop drawing submittals.
    - Respond to requests for information (RFIs).
    - Resolve design conflicts.
    - Provide support services to the Contractor, ADOT, or the City as requested.
    - Attend project walk through and prepare and provide punch list for completion.



## CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION &amp; TASK 2 - EDWARDS AVE UNDERPASS

## FEE PROPOSAL

The proposed engineering services fee for Task 1, Honeycutt Ave Extension Project, is set for in the table below.

OWNER: CITY OF MARICOPA		DATE: 08/24/2023				
PROJECT: HONEYCUTT AVE EXTENSION PROJECT		FIRM: RICK ENGINEERING COMPANY				
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>
<b>Survey Hourly Billing Rates</b>	\$250.00	\$165.00	\$180.00	\$135.00	\$115.00	-
Topographic & Control Survey for Design			7	1		\$1,395
Survey Drafting & Mapping		1		10	1	\$1,630
Survey Expenses & Per Diem Fee						\$90
<i>Subtotal Hours</i>	0	1	7	11	1	20
<i>Subtotal Fee</i>	\$0	\$165	\$1,260	\$1,485	\$115	\$3,115
<b>Subtotal Fee for Survey</b>						<b>\$3,115</b>
<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>
<b>Engineering Hourly Billing Rates</b>	\$250.00	\$205.00	\$125.00	\$120.00	\$60.00	-
Preliminary Design & Plans (60%)		12	10	54		\$10,190
Drainage Statement/Memo Report		10	5		2	\$2,795
Draft Final Design & Plans (90%)		9	8	34		\$6,925
Final Plan Preparation (100%)		5	4	15		\$3,325
Construction Cost Estimate		3	5			\$1,240
Project Management & Meetings	14	5	2			\$4,775
<i>Subtotal Hours</i>	14	44	34	103	2	197
<i>Subtotal Fee</i>	\$3,500	\$9,020	\$4,250	\$12,360	\$120	\$29,250
Expenses	Mileage, printing, recording, mailing, deliveries, etc.					\$280
<b>Subtotal Fee for Engineering &amp; Design Phase Services</b>						<b>\$29,530</b>
<b>Total Lump Sum Fee for Surveying, Engineering &amp; Design Phase Services</b>						<b>\$32,645</b>
CITY ALLOWANCES						
Legal Description & Map Exhibit for ROW					Rick Engineering	\$900
Potholing for Utility Locations (assumed 6 total)					Safe Site Utility Services (invoiced at actual cost)	\$12,240
Bid & Construction Phase Services (does not include inspection services)					Rick Engineering (invoiced at actual cost)	\$6,200
<b>Total Engineering Services Fee including City Allowances</b>						<b>\$51,985</b>

## CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION &amp; TASK 2 - EDWARDS AVE UNDERPASS

The proposed engineering services fee for Task 2, Edwards Ave Underpass Project, is set for in the table below.

OWNER: CITY OF MARICOPA		DATE: 08/24/2023				
PROJECT: EDWARDS AVE UNDERPASS PROJECT		FIRM: RICK ENGINEERING COMPANY				
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>
<b>Survey</b> Hourly Billing Rates	\$250.00	\$165.00	\$180.00	\$135.00	\$115.00	-
Topographic & Control Survey for Design			5	1		\$1,035
Survey Drafting & Mapping		1		6	1	\$1,090
Survey Expenses & Per Diem Fee						\$60
<i>Subtotal Hours</i>	0	1	5	7	1	14
<i>Subtotal Fee</i>	\$0	\$165	\$900	\$945	\$115	\$2,185
<b>Subtotal Fee for Survey</b>						<b>\$2,185</b>
<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>
<b>Engineering</b> Hourly Billing Rates	\$250.00	\$205.00	\$125.00	\$120.00	\$60.00	-
Preliminary Design & Plans (60%)		8	6	34		\$6,470
Drainage Statement/Memo Report		6	3		2	\$1,725
Draft Final Design & Plans (90%)		7	6	22		\$4,825
Final Plan Preparation (100%)		3	2	9		\$1,945
Construction Cost Estimate		1	3			\$580
Project Management & Meetings	10	3	2			\$3,365
<i>Subtotal Hours</i>	10	28	22	65	2	127
<i>Subtotal Fee</i>	\$2,500	\$5,740	\$2,750	\$7,800	\$120	\$18,910
Expenses	Mileage, printing, recording, mailing, deliveries, etc.					\$170
<b>Subtotal Fee for Engineering &amp; Design Phase Services</b>						<b>\$19,080</b>
<b>Total Lump Sum Fee for Surveying, Engineering &amp; Design Phase Services</b>						<b>\$21,265</b>
CITY ALLOWANCES						
Legal Description & Map Exhibit for ROW					Rick Engineering	\$900
Potholing for Utility Locations (assumed 2 total)					Safe Site Utility Services (invoiced at actual cost)	\$4,075
Bid & Construction Phase Services (does not include inspection services)					Rick Engineering (invoiced at actual cost)	\$3,800
<b>Total Engineering Services Fee including City Allowances</b>						<b>\$30,040</b>

**CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS****Contract Summary**

<i>Task</i>	<i>Engineering Services (Lump Sum Fee Basis)</i>	<i>City Allowances</i>	<i>Total Amount</i>
Task 1 – Honeycutt Ave Extension Project	\$32,645	\$19,340	\$51,985
Task 2 – Edwards Ave Underpass Project	\$21,265	\$8,775	\$30,040
Totals	\$53,910	\$28,115	\$82,025

**CITY OF MARICOPA TASK 1 - HONEYCUTT AVE EXTENSION & TASK 2 - EDWARDS AVE UNDERPASS**

**SCHEDULE**

The surveying, engineering, and design phase services for this project can commence upon receipt of the City’s Task/Purchase Order(s) and Notice to Proceed for this project. Completion of the project is anticipated to be finalized within a 4-month period.

Assuming a mid-September start date, the project would be completed in mid-January 2024.

PROPOSED PROJECT SCHEDULE - DESIGN PHASE ENGINEERING SERVICES																	
Task No.	Task Description	SEP			OCT			NOV			DEC		JAN				
TASK	1	Survey & Base Plans															
	2	Preliminary Design & 60% Plans															
	3	Drainage Statement/Memo															
	4	Draft Final Design & 90% Plans															
	5	Final Design & 100% Plans															
	6	Construction Cost Estimate															
	7	Project Management/Meetings															

The project schedule can be adjusted as required and mutually agreed upon.



# QUOTE

## Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	8/18/2023
Phone	(602) 606-8882	Quote Number	00002571
Email:	Bids@safesitellc.com	Opportunity	OP23-2900
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	11/16/2023

## Customer Information

Opportunity Name	Honeycutt Ave Extension & 40148-Edwards Ave Underpass	Phone	480.522.0330
Contact Name	Dale Miller	Email	dmiller@rickengineering.com
Account Name	Rick Engineering	Billing Address	2401 West Peoria Avenue Phoenix, AZ 85029 United States

## Scope of Work

1. Safe Site will verify 811 markings and assess the success probability of test hole locations indicated by client prior to excavation utilizing various geophysical locating means. Test hole locations may be adjusted or eliminated based on the results of this investigation and upon discussion with, and approval of client
2. Safe Site will supply a vacuum excavation crew on the project site for digging test holes and documenting utility locations.
3. Upon exposure of a target utility, Safe Site will record utility type, size, material, and depth of cover of each.
4. If Line Item charges for Survey are shown in Fees Section then Safe Site will provide survey and a CAD map file by a Registered Land Surveyor to document the locations and elevations of potholed utilities. If no Line Item for Survey is shown then pricing assumes Survey and CAD will be provided by others.
5. Safe Site will provide a Test Hole Summary Report detailing this information.
6. Safe Site will indicate the locations of exposed utilities by marking the ground surface using PK nails or stake chasers (nylon brushes).

## Terms and Conditions

1. Client will provide available utility location information as well as project datum information to Safe Site to aid in facilitating this project.
2. A "Test Hole" will be considered one excavation up to 8 feet deep with lateral "belling" of up to a width of 4 feet. Excavating in excess of 12 feet in depth will be considered out of scope.
3. Test Holes will be backfilled per owner/agency specifications.
4. Asphalt on concrete pavement surfaces will be restored per method indicated in Fees section. If local authority requires a different restoration, any additional costs will be passed on to Client. These charges, if applicable, will be determined during the permitting stage and any fee charge will be presented to Client. Coring pavement in excess of 12" thickness will result in an additional fee of \$100 per hole.
5. Pricing assumes test hole locations are accessible within 15' with vacuum truck. Further distances, such as rear of lots, will be considered out of scope and additional fees will be presented to Client for approval.
6. Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted for that test hole and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate.
7. Traffic control costs are included where applicable.

Quote Name OP23-2900\_Honeycutt Ave Extension & 40148-Edwards Ave Underpass

Opportunity Name Honeycutt Ave Extension & 40148-Edwards Ave Underpass

8. Expected Permitting/Bonding costs, if any, have been included in this proposal. Any out of ordinary costs incurred due to governing agency requirements will be presented to Client for approval as additional fee amount.
9. If excavation spoils are determined to be potentially hazardous waste by an enforcement agency having jurisdiction, then the cost of testing and disposal will be passed through to client. Work will cease until Client has been notified and agreement on how to proceed has been reached.
10. Safe Site will exercise due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of aboveground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found.
11. Payment terms are Net 30 days unless other arrangements have been made.
12. New Customer Policy - Payment will be required by credit card for the first job completed or if the job is over \$1000, we will require a 35% retainer to be paid prior to commencement of work. We prefer payment is made via ACH/Wire Transfer, otherwise credit card transactions would require an additional 3% Fee. After the first job completed, invoicing terms will be standard Net 30 Days.

**Site Specific Details**

**Description** - Approx. (8) Utility Test Holes (Potholes) for utility conflicts. A full test hole summary report will be provided to include survey coordinates and elevations.

**Additional Terms** -Due to the inherent risk of damaging the pipe coating when exposing High Pressure Gas and Fuel lines using vacuum excavation (test hole / potholing), a surcharge will be added for each HP Gas pothole. This surcharge is a onetime per pothole fee that is non-refundable. This surcharge is intended to cover the potential cost of repair(s) for coating damage(s) that will inevitably occur due to the age and conditions of some pipes that will be encountered. Should coating damage occur due to the condition of a pipe on your project, no additional test holes will be performed on that line and alternate solutions will be discussed with client and pipeline owner.

-Test holes of depths in excess of 8' will result in an additional charge of \$335 each. Digging in excess of 12' will be considered out of scope and will be billed at \$320 per hour. Client will be contacted for approval before work can proceed.

-Additional utilities beyond target utility found and documented in a test hole will be charged at \$115 each.

-Client will provide CAD project file(s) that include horizontal datum and vertical control information so that our RLS can establish the correct datum/control when surveying field results. If not provided prior to our surveying, we will establish the datum/control to be used for the deliverables. If requested, Safe Site can convert to Client's project datum after deliverables are provided for a fee of \$465.

-Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate of \$257 per hour.

**Project Fee**

Product	Line Item Description	Sales Price	Quantity	Total Price
Excavating Test Holes up to 8' in Depth	Per Utility Test Hole (Pothole) (Min of 6)	\$787.00	8.00	\$6,296.00
Ancillary Costs (Permitting, Traffic Control, Back-fill, Etc.)		\$6,279.00	1.00	\$6,279.00
Survey & Stamped Report		\$1,290.00	1.00	\$1,290.00
AC Surface Restoration - MAG 212B	Per Core & Reinstatement (Min. of 3)	\$275.00	6.00	\$1,650.00
HP Gas Adder	Each Pothole	\$400.00	2.00	\$800.00
<b>Total Price</b>		<b>\$16,315.00</b>		

**ACCEPTANCE STATEMENT AND AUTHORIZATION TO PROCEED**

This Acceptance becomes a part of the Proposal Letter.

The Proposal is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described therein. Payment will be made according to the payment terms specified in the Proposal. Any unpaid balance remaining beyond the due date will be subject to

interest at an annual rate of 18% (1.5% per month).

For acceptance and scheduling of these services please sign, scan, and return this page to [bids@safesitellc.com](mailto:bids@safesitellc.com) or fax to Safe Site @ 602-391-2934.

**Client Name:** \_\_\_\_\_

**By:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**



Edwards Ave Underpass & Honeycutt Rd Extension Exhibit



Symbols Legend

 New Roadway

