



**PROPOSAL
FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES**

AGREEMENT: Made as of the 24th day of August in the year 2021.

BETWEEN THE ENGINEER: 3 engineering, LLC
6370 E. Thomas Rd, Suite # 200
Scottsdale, Arizona 85251
Phone: (602) 334-4387
Fax: (602) 490-3230

AND THE CLIENT: Bruce Dunn – Paragon Development Group, LLC
2241 E. Pecos Road, Suite 1
Chandler, AZ 85225
Phone: (480) 236-3936
Bruce.dunn@paragonarizona.com

FOR THE FOLLOWING PROJECT: Hampton Edison – Additional Design for Edison Road
SEC Roosevelt & Edison
APNs 510-20-0440, 0450, 0460, 0470
Maricopa, Arizona
3 engineering, LLC Proposal No: 5198A-REV1

SCOPE OF SERVICES

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- NOTE: Proposal is based upon a Conceptual Site Plan provided by the Client on 12/9/20.
1. **Additional Topographic Survey (Edison Road):**
3 engineering will provide additional topographic survey, including cross sections of the road, from the NEC of the site to Wilson Avenue.

\$2,000.00
 2. **Additional Offsite Paving Design:**
3 engineering will prepare and submit Additional Offsite Paving Design for Edison Road in accordance with the City of Maricopa requirements. The plans will include curb, gutter, sidewalk, and drive entrances. The plans will be prepared in plan and profile view at a scale of 1" = 20' and 1" = 2' respectively. These plans will show the design and specifications of on-site storm drainage systems.

\$3,500.00
 3. **Additional Signing & Striping Design:**
3 engineering will prepare & submit Additional Offsite Signing & Striping Design for Edison Road in accordance with the Maricopa requirements.

\$2,000.00
 4. **Cost Estimate:**
3 engineering will prepare a cost estimate for bonding purposes for the additional improvements.

\$500.00

5. **Additional Project Meetings and Coordination:**

3 engineering will attend project and county meetings as required for the project. We will coordinate as necessary with other members of the project team throughout the design process. Consultant may provide certain estimates, including estimates of completion dates, costs, quantities of materials and areas, to Client, as requested. All estimates are provided solely for the convenience of Client and are provided "as is" without representations or warranties of any kind. Client agrees not to rely on any estimate and releases Consultant from any liability arising from Client's use thereof. Electronic file transfers and translations will also be covered under this item of work. This includes up to 16 hours of coordination with the owner, city, contractor and project team. Any time over 16 hours will be billed per the hourly rates below.

\$2,000.00

BASIS OF COMPENSATION

FOR BASIC SERVICES, as described, our fee will be as follows:

1. Additional Topographic Survey:	\$2,000.00
2. Additional Offsite Paving Design:	\$3,500.00
3. Additional Offsite Signing & Striping Design:	\$2,000.00
4. Cost Estimate:	\$500.00
5. Additional Project Meetings and Coordination:	\$2,000.00
TOTAL:	\$10,000.00

FOR ADDITIONAL SERVICES OF 3 engineering, LLC not included in Basic Services, our fee will be based on time expended and charged at our Standard Hourly Rates.

HOURLY RATES

Principal	\$170/hour	Technician II	\$80/hour
Senior Engineer III	\$135/hour	Technician I	\$70/hour
Engineer II	\$125/hour	Survey Crew	\$170/hour
Engineer I	\$115/hour	Administration	\$50/hour
Senior Project Manager	\$125/hour	Construction Administration	\$125/hour
Project Manager	\$95/hour	Reimbursables	Cost x 1.10

REIMBURSABLE EXPENSES will be charged at Cost x 1.10 for the expenses incurred by the Engineer, Engineer's employees and subconsultants on behalf of this project which include airfare, rental car, hotel and mileage. Plotting and printing charges for owner's and architects use and submittals to all required agencies will be charged at the rate of: Plotting \$4.00/sheet and Blue-line \$1.25/sheet if plotted in-house, or the pass thru cost if drawings are plotted and printed at an agreed upon printing company.

PAYMENT PROVISIONS. All invoices are due upon presentation. Unless specifically noted, all monies received will be applied to the oldest invoice on account. Interest will begin after thirty (45) days and accrue at a rate of 1% per month compounded monthly. Client is responsible for full amount

whether collected or not. Modifications to our invoices will be charged on an hourly basis. If client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

- ☐ Client requests use of this P.O. Number on all invoices regarding this job.
P.O.# _____

OTHER TERMS OF AGREEMENT

1. 3 engineering, LLC 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 estimates only and the consultant shall not be responsible for fluctuations in cost factors.
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 affects 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 client as against consultant, for use by client or any other person of any plans or drawings not signed by consultant.
5. The client agrees to limit the consultant's liability due to professional negligent acts, errors, or omissions of the consultant to the sum of the consultant's fee.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
7. 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 due to changes of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by the client as extra work.
8. 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.
9. 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 twenty (20) percent restart fee of remaining balance left on contract will be charged for projects placed on hold a minimum of one (1) year. This does not take into account any changes that may be requested to be made to the site plan, or engineering documents.
10. Printing of plans, delivery charges and postage for other than our normal design requirements, as well as review fees, will be billed as an extra to the contract at cost plus ten (10) percent.
11. Revisions, alterations or change orders requested by the client shall be deemed extra work. Consultant fees will be per the latest fee schedule.
12. This proposal is valid for sixty (60) days from date of preparation.
13. Client agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the owner's performance of work in this project, excepting liability arising from the negligence or breach of contract of consultant.

14. Client agrees by signing this agreement client has legal right to enter into agreement and direct consultant to study project, prepare plans for project and enter project site.

EXCLUSIONS

The following items are not included in this proposal. Should any of the following items become necessary, services can be provided by separate agreement with 3 engineering, LLC:

1. City/County or other municipality submittal fees or permitting fees.
2. Final Site Plan. (To be completed by Architect or Landscape Architect)
3. Traffic signalization and/or traffic studies, Traffic Control Plan.
4. Offsite Water & Offsite Sewer Plans (assumes adjacent connectivity)
5. Floodplain Use Permit
6. Onsite Utility (Private) Line/Meter Sizing. To be determined by Architect, or subcontracted by 3 engineering.
7. Re-Zoning Services.
8. Preliminary/Final Landscape Plans, Native Plant Preservation Plan, Inventory/Salvage Plan.
9. Structural design of any nature, unless noted otherwise.
10. Design of gas, electric, cable TV, fiber optic, and telephone utilities.
11. Environmental Phase I, and/or Soils engineering, reports and/or testing.
12. Offsite utility improvement design and Map of Dedications.
13. Resolution of boundary conflicts and/or disputes, and/or setting of Property Corners.
14. Traffic Studies or Impact Statements.
15. Abandonments.
16. Corp of Engineers 404 Jurisdictional Waters evaluation or permit processing.
17. Cost estimates except for permitting purposes.
18. FEMA analysis or processing.
19. FLO-2D, HEC-1 or HEC-RAS Analysis of off-site drainage.
20. Offsite Drainage Report preparation.
21. Travel expenses.
22. Potholing of existing utilities.
23. Construction Related and/or Staking Services.
24. Items not specifically identified in the Scope of Services.

If someone other than above named client is to be invoiced for any portion of this Proposal it must be noted here:

☐ Client requests additional invoice be sent to:

(name) _____, at
 (address) _____ for
 (service) _____ (amount) \$ _____.

The client shall furnish 3 engineering, LLC with one complete set of contract documents.

ACCEPTED FOR:
3 engineering, LLC

ACCEPTED FOR:
CLIENT

Matthew J. Mancini, P.E.
 Vice President

BY: _____

TITLE: _____

DATE: 8/4/21

**** Note: Work will not begin until this Proposal is signed and received by 3 engineering, LLC**