

July 28, 2021

**Marbella Homes**

Mr. Brian Hegardt  
18835 N. Thompson Peak Parkway; Suite 215  
Scottsdale, Arizona 85255  
email: [brian@marbellacustomhomes.com](mailto:brian@marbellacustomhomes.com)

**Re: Maricopa Meadows II**

Work Order Amendment #6 – Green Road 15% Design Concept

Mr. Hegardt:

EPS Group, Inc. (EPS Group) is pleased to present Marbella Homes (the Client), this work order amendment to provide additional services for the above referenced project.

## UNDERSTANDING & ASSUMPTIONS:

In the preparation of this work order amendment, the following assumptions were made:

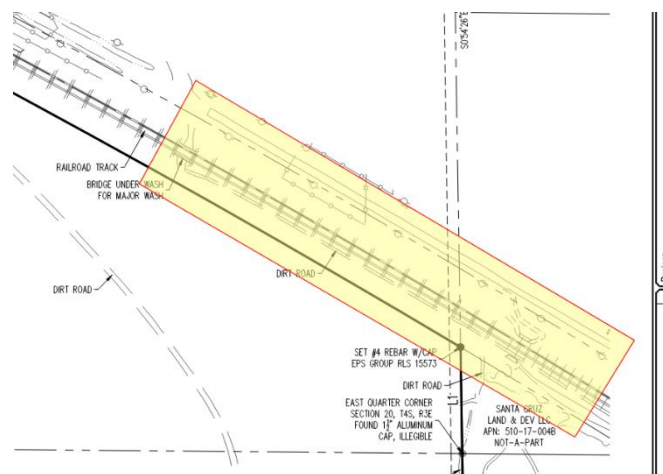
- The scope of work outlined in this work order amendment is limited to advance the 15% design concept to a 30% plan set to address City comments.
- The Client will contract directly with OG Engineering to assist with the UPRR coordination.

## SCOPE OF WORK:

### TOPOGRAPHIC SURVEY

**Fixed Fee: \$1,250**

EPS Group will prepare topographic base mapping for the area depicted below in yellow. Topo will consist of cross-sections obtained at 25' intervals, at an overall width of 300'. The centerline of said cross section to be the centerline of the existing railroad tracks. Elevations will be per local Pinal County Datum (NAVD88). The topography will be utilized for the development of improvement plans. No formal topographic survey drawing will be prepared.



Limits of Topographic Survey

### GREEN ROAD 30% DESIGN CONCEPT

**Fixed Fee: \$53,600**

EPS Group will advance the 15% design concept for the future Green Road bridge over the UPRR to a 30% design phase. Additions to the 15% design concept will include preliminary roadway drainage design for Green Road, the addition of curb/gutter profiles (superelevation design), and potential utility impacts to the 30% plan set. EPS structural sub-consultant, Consor, will update their design to include retaining walls for the bridge abutments and additional elevation

plan sheets to support an initial UPRR review. EPS Group will coordinate with OG Engineering and UPRR staff on the 30% design concept to solicit initial feedback. EPS Group will update the initial cost estimate for the proposed bridge crossing. All designs, plans and estimates will be based upon ADOT standards. The structural engineer will participate in a maximum of two progress meetings via conference calls. It is assumed that the offsite drainage analysis in support of this work will be accomplished as a part of the master drainage analysis being prepared in support of the zoning/preliminary plat for Phase 1 and Phase 2. *Note: This scope of work does not include a formal Design Concept Report, alignment study, environmental assessments, right of way acquisition research or community outreach/neighborhood meetings.*

### **GREEN ROAD MAP OF DEDICATION**

**Fixed Fee: \$4,600**

EPS Group will verify the boundary conditions of the survey shown on an existing ALTA Survey prepared by EPS, and dated 11/20/2020. EPS Group will prepare a boundary / control exhibit, depicting sectional control established for the North Half of Section 20, Township 4 South, Range 3 East of the Gila and Salt River Meridian, Pinal County, Arizona. Schedule B exceptions from a current title report provided by the Client will be added to the basemap. The basemap prepared as part of this task will be used in preparation of engineering design drawings and a final plat. No formal boundary survey drawing will be prepared. EPS Group will prepare a Map of Dedication for a portion of North Green Road through the Maricopa Meadows project to meet municipal and county recording requirements. Any modifications to the site plan that take place during or after the plat development will need to be communicated to EPS Group and may be considered additional services. *Note: It is assumed all boundary monuments for this project were set by the surveyor that prepared the ALTA/NSPS Land Title Survey and that they are found as part of the boundary verification task herein. Any discrepancies in the survey or missing monuments will be reported to the Client. In resolving the discrepancies or setting monuments there may be additional fees.*

### **MEETINGS & COORDINATION**

**Hourly**

EPS Group will attend meetings, at the direction of the Client, with the Client, its consultants, or the various permitting authorities on an hourly basis at EPS Group's current billing rate.

### **SCOPE OF SERVICES EXCLUSIONS AND CLARIFICATIONS:**

The following exclusions and clarifications shall apply **unless explicitly provided** for in the above scope of services:

- The Client shall pay all review fees, processing fees, development fees, impact fees, recordation fees and other fees that may be required by the municipalities and other agencies for the completion of this work. Fire hydrant flow tests, copying, reproductions, deliveries, travel, photography, printing and overnight mailing costs will be billed as reimbursable expenses at cost plus 15%.
- Geotechnical reports, percolation tests, laboratory testing, Phase I and II Evaluations, Environmental Assessments, archeological and biological investigations and reports will not be provided. At the Architects and/or Clients request, EPS Group will solicit proposals from qualified firms and their behalf.
- Traffic impact analysis, traffic impact statements, trip generations statements and/or parking analysis is not included.
- Topographic surveys, boundary surveys, ALTA/ACSM Land Title Survey, lot combinations, final plats, legal descriptions or any other survey are not included.
- Dry utility coordination (including gas, electrical, telecommunications, fiber optics, etc.) is not included, and shall be provided by the Client.
- Preliminary Jurisdiction Delineations, Construction Notifications or 404 permitting with the Corps of Engineers are not included.
- Obtaining a Notice of Intent (NOI) from the Arizona Department of Environmental Quality (ADEQ) is not included.



### **AGREEMENT AUTHORIZATION:**

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This agreement is fully subject to the previously agreed to Terms and Conditions. If you wish to authorize our team to proceed with the services outlined in this proposal, please execute this agreement below. EPS Group is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to contact us.

Respectfully,

A handwritten signature in black ink, appearing to read 'D. Auxier'.

Daniel Auxier, P.E.  
Principal

A handwritten signature in blue ink, appearing to read 'Chandra McCarty'.

Chandra McCarty, P.E.  
Project Manager

### **APPROVED BY:**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_