



April 6, 2021

Revised: April 12, 2021

Roosevelt Elementary School District No. 66

Attn: Mark Carvis

6000 S. 7th Street

Phoenix, AZ 85042

Email: mark.carvis@rsd.k12.az.us

Re: Roosevelt Elementary School District – Greenfield Middle School
Proposal for Schematic to Final Design Services

Mr. Carvis,

EPS Group, Inc. (EPS Group) is pleased to provide you with this proposal to provide civil engineering services for the proposed Greenfield Middle School replacement project (the Project). EPS Group recognizes that Orcutt | Winslow (the Architect) will lead the consultant team throughout the various stages of the project and will have direct contact with the Roosevelt Elementary School District (the Client).

UNDERSTANDING & ASSUMPTIONS:

The following assumptions were made while compiling the scope of services:

- All files (AutoCAD, PDF, or hardcopy plan sheets) prepared by others will be made available to EPS Group and that EPS Group may rely on the accuracy of those files. Specific files include ALTA/ACSM Land Title Survey, Quarter Section Maps and As-built Plans, Master Drainage Reports / Studies, Title Reports, Phase 1 Environmental Site Assessments, Archeological Studies, Biological Studies, Sound Studies, or other resource files that may be warranted for completion of work.
- This proposal is limited to Schematic Design, Design Development, Construction Documents and Construction Administration phase services for a single phase of construction.
- Dry utility coordination, including SRP, Cox Communications / CenturyLink and Southwest Gas will be provided by the Client and/or Contractor, however; the scope and fees to provide these services has been included as an additional service.
- The Client or Owner's representative will make all required submittals to the governing municipalities, unless specifically identified below.
- The Client will be responsible for preparing the preliminary and final site plans, structural engineering and onsite/offsite electrical (including street lights) that may be required for the project.
- A traffic impact analysis and/or trip generation statement will not be required.
- Offsite improvements are limited to new curb cuts. Any deceleration lanes, signage and striping, traffic signals, street light relocations, etc. will be provided by separate agreement.

Conditions other than those described above may require a modification to the scope and fees.

SCOPE OF WORK:

BASIC SERVICES – ONSITE IMPROVEMENTS:

1. SCHEMATIC ONSITE DESIGN / SITE PLAN

Fixed Fee: \$10,260

EPS Group will provide the following services in support of the site plan for onsite improvements:

- Preliminary Grading & Drainage Plan: The plan will include general drainage patterns and preliminary retention calculations. Analysis of offsite drainage is not anticipated due to the surrounding project and is not included. It is assumed that a preliminary drainage report is not required and that drainage calculations shown on the preliminary plan will suffice.

- Preliminary Utility Plan: EPS Group will prepare a preliminary utility plan in support of the site plan. EPS Group will also prepare, if required, preliminary sewer and water calculations to support the submittal of the site plan. It is expected that fire hydrant pressure testing will not be necessary at this stage in the project.

EPS Group will attend a maximum of three meetings with the Client, the consultant team, Owner and/or the City of Phoenix during the schematic design phase of the project. Additional meetings attendance, outside of those outlined above, or the preparation of any additional exhibits will require an additional work order amendment to increase the amount identified above.

2. ONSITE CONSTRUCTION DOCUMENTS

Fixed Fee: \$25,410

EPS Group will prepare onsite improvement plans in accordance with the requirements of the Client for the purpose of permitting, bidding and constructing onsite improvements. The following plans will be prepared under a single cover and submitted to the Client for inclusion in the project construction documents:

- Grading & Drainage Plan: EPS Group will provide grades for all new concrete and paved surfaces and will establish the finished floor elevation for the proposed buildings. EPS Group will base its design and plans on the site layout provided by the Client. EPS Group will design required drainage structures and/or a drainage system, as required. The design will comply with current requirements of the American Disabilities Act (ADA). The site will be designed with the intention of balancing the site, however, EPS Group cannot guarantee that this is achievable.
- Paving Plan: EPS Group will provide the design for on-site hardscape elements. EPS Group will coordinate with the Geotechnical Consultant and the Client on pavement design guidelines in order to establish appropriate pavement sections. It is understood that any onsite striping will be provided on the Architectural Site Plan.
- Water Plan: EPS Group will design an onsite domestic water service to a point of connection 5-feet outside the building per the municipality guidelines.
- Storm Water Pollution Prevention Plan (SWPPP): EPS Group will create a stormwater pollution prevention plan (SWPPP) for the project. The plans will meet the requirements as set forth by the municipality, but will remain a dynamic plan set that will be followed and updated as required by the Contractor for the project.

The plans will be submitted to applicable utility companies for their review of any conflicts with their existing facilities. Any site plan changes after construction documents have been initiated will be billed on a time and material basis at EPS Groups current billing rates. EPS Group will attend one meeting with the Client, their consultants and/or Owner. Additional meetings attendance, outside of those outlined above, will be provided at the Clients specific request and will be invoiced on an hourly basis at EPS Group current billing rates. It is anticipated that 40% of the fixed fee amounts outlined below will be billed during the DD phase and the remaining 60% will be billed during the CD phase.

3. FINAL DRAINAGE REPORT

Fixed Fee: \$5,900

EPS Group will prepare a final drainage report for the project to define the hydrologic and hydraulic characteristics of the site. The report will include detailed engineering calculations defining the amount of retention volume required and provided and supporting the method in which it is routed to the basins, underground retention or offsite storm water infrastructure.

4. CONSTRUCTION ADMIN

Fixed Fee: \$1,480

EPS Group will review and respond to up to four shop drawings and RFI's. In the event that the Client requests additional reviews and responses of shop drawings and RFI's, EPS Group will provide this service at a rate of \$300/response. EPS Group will attend one site visit during construction at the request of the Client. In the event that the Client requests additional site visits during construction, EPS Group will provide this service at a rate of \$400/visit.

FEE MATRIX - BASIC SERVICES – ONSITE IMPROVEMENTS:

Task	Description	Fee	Type
1	Schematic Onsite Design / Site Plan	\$ 10,260	FF
2	Onsite Construction Documents	\$ 25,410	FF
3	Final Drainage Report	\$ 5,900	FF
4	Construction Admin	\$ 1,480	FF

Total: \$ 43,050

BASIC SERVICES – OFFSITE IMPROVEMENTS:

5. SCHEMATIC OFFSITE DESIGN

Fixed Fee: \$2,700

EPS Group will provide the following services in support of the site plan for offsite improvements:

- Preliminary Utility Plan: EPS Group will prepare a preliminary utility plan in support of the site plan. EPS Group will also prepare, if required, preliminary sewer and water calculations to support the submittal of the site plan. It is expected that fire hydrant pressure testing will not be necessary at this stage in the project.

6. OFFSITE CONSTRUCTION DOCUMENTS

Fixed Fee: \$14,800

EPS Group will prepare offsite improvement plans in accordance with the requirements of the City of Phoenix and the Client for the purpose of permitting, bidding and constructing offsite improvements as outlined in the assumptions above. The following plans will be prepared as a part of the onsite improvements outlined above:

- Fire Lane Plan: EPS Group will provide grading/paving as a part of the onsite construction documents plans to define the fire lane. EPS Group will identify the pavement section per a Geotechnical Report provided by the Client.
- Fire Line Plan: EPS Group will design an onsite fire line as a part of the onsite construction documents to a point of connection 5-feet outside the building per the City of Phoenix guidelines.
- Final Water Report: EPS Group will create a final water report for submittal to the City of Phoenix. The report will outline design criteria, identify water and fire demands. A water model will be created to support the findings documented in the report. EPS Group will utilize a sub-consultant to obtain a fire hydrant flow test in accordance with the requirement of the municipality for modeling fire flows and will be that flow test as a reimbursable expense.
- Final Sewer Report: EPS Group will create a final sewer report for submittal to the City of Phoenix. The report will outline design criteria and will identify sewer demands.

Cost estimates will be prepared as the project nears approval for Assurance of Construction purposes. The plans will be submitted to applicable utility companies for their review of any conflicts with their existing facilities. Any site plan changes after construction documents have been initiated will be billed on a time and material basis at EPS Groups current billing rates. It is anticipated that 40% of the fixed fee amounts outlined below will be billed during the DD phase and the remaining 60% will be billed during the CD phase.

FEE MATRIX - BASIC SERVICES – OFFSITE IMPROVEMENTS:

Task	Description	Fee	Type
5	Schematic Offsite Design	\$ 2,700	FF
6	Offsite Construction Documents	\$ 14,800	FF

Total: \$ 17,500



ADDITIONAL SERVICES:

LEGAL DESCRIPTION

Fixed Fee: \$750

EPS Group will provide one legal description and exhibit for any given purpose. Any additional legal descriptions and exhibits, which may become necessary, will be billed at a fixed fee rate of \$750 each after receiving authorization from the Client to proceed.

DRY UTILITY COORDINATION

Fixed Fee: \$7,200

EPS Group will provide dry utility coordination for the project. The coordinator will meet with various utility providers and will initiate the design and coordinate permitting. The coordinator will assemble all submittal documents, applications and calculations required for submittals. Preliminary designs will be provided to the Client for their review and approval prior to the issuance of final designs.

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%.
- Traffic impact analysis, traffic impact statements, trip generations statements and/or parking analysis is not included.
- Analysis of offsite drainage is not included.
- Dry utility coordination (including gas, electrical, telecommunications, fiber optics, etc.) is not included.
- Traffic signal, street lighting or open space electrical plans are not included.
- Construction staking, construction management, inspection and/or certifications are not included.
- Revisions to the improvement plans during the construction phase, to correct errors or oversights made by EPS Group are included. Revisions to the improvement plans for any other reasons are not included and will be billed on a time and materials basis. Additionally, redesign of previously approved work, major revisions to the site and/or expansion of scope of work are not included.
- 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.
- Engineer of record services, including obtaining an Approval of Construction from MCESD, City of Phoenix or ADEQ is not included.

If you should have any questions concerning this proposal, please do not hesitate to call me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Daniel Auxier', written over a horizontal line.

Daniel Auxier, P.E.
Principal

APPROVED BY:

By _____

Title _____

Date _____

TERMS AND CONDITIONS

1. **TERMS OF AGREEMENT:** Completion of all work indicated in contract amounts mentioned in this agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS Group Inc., Engineers, Planners & Surveyors (EPS Group) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from date of submittal and are also subject to adjustments should the proposal not be accepted within the 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports and other original documents, including electronic files of such documents, as instruments of service are and shall remain the property of EPS Group except where by law or precedent these documents become public property; Client shall not use such items on other projects without EPS Group's prior written consent. As long as the client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or his agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer: "Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's work or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such events shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice provided hereunder, except that the same will be promulgated and prepared in accordance with the local standards of the profession. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors or omissions, which shall be limited to EPS Group's liability insurance coverage for the work and is regarded as fair and negotiated.
5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the scope of services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other design professionals for other services, unless it is clear in the scope of services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect; Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and

expenses of litigation and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.

8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the work to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. It is the intention of the parties that the laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.
9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. **CHANGES, REVISIONS, EXTRA WORK:** Any services agreed to be performed by EPS Group at the request of client in addition to those set forth herein shall be paid for by Client as extra work. Such extra work shall include, but not be limited to additional office or survey field work caused by policy or procedural changes of governmental agencies, additions to the scope of work and/or revisions to layouts requested by the client and/or his consultants after work has commenced and/or to modify documents to lower clients cost due to client budget constraints. All extra services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Verbal authorizations from the client for extra services or work effort are only acceptable when the value is minimal and is acceptable to the EPS Group Project Manager and/or Principal in charge. Client shall indicate in writing to EPS Group that any extra work efforts are to be agreed in writing prior to commencing with such work if so desired.
11. **PAYMENT FOR SERVICES:**
 - a. Statements will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on initial statement. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
 - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 15%.
 - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the client against EPS Group's invoicing shall not occur without prior written approval of an EPS Group principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.
 - d. If statements are not paid in full prior to delinquency, Client may be charged a late charge on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late charges and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client because of such service suspension.
 - e. EPS Group may subscribe to a collection agency and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.



2021 Standard Billing Rate and Fee Schedule

Position	Hourly Rate	Position	Hourly Rate
Administrative Assistant	\$ 55.00	Director Construction Management	\$ 180.00
1-Man Survey Crew	\$ 105.00	CAD Operator 1	\$ 80.00
2-Man Survey Crew	\$ 145.00	CAD Operator 2	\$ 90.00
3-Man Survey Crew	\$ 170.00	CAD/Design Manager	\$ 130.00
Survey Coordinator	\$ 85.00	Designer 1	\$ 100.00
Project Surveyor	\$ 110.00	Designer 2	\$ 110.00
Project Surveyor I	\$ 125.00	Designer 3/Principal Designer	\$ 120.00
Project Surveyor II	\$ 120.00	Project Services Administrator	\$ 90.00
CAD Tech 1	\$ 75.00	Engineering Student Intern	\$ 70.00
Survey Technician	\$ 70.00	EIT-1 Engineer-in-Training 1	\$ 90.00
Survey Technician II	\$ 105.00	EIT-2 Engineer-in-Training 2	\$ 100.00
Project Manager II	\$ 130.00	EIT-3 Engineer-in-Training 3	\$ 110.00
Land Survey Manager	\$ 150.00	GIS Analyst	\$ 105.00
Sr. Traffic Engineer	\$ 145.00	GIS Technician	\$ 95.00
Department Manager	\$ 190.00	Non-Licensed Engineering Staff	\$ 110.00
Designer 1	\$ 100.00	PE-1 Staff/Project Engineer	\$ 125.00
Designer 2	\$ 110.00	PE-2 Senior Project Engineer	\$ 135.00
Director	\$ 165.00	PE-3 Sr Project Engineer/ Manager	\$ 150.00
Planner/Designer 1	\$ 80.00	PE-4 Senior Engineer/Specialist	\$ 150.00
Planner/Designer 2	\$ 90.00	PE-5 Senior Project Manager	\$ 165.00
Planner/Designer 3	\$ 110.00	Executive Assistant	\$ 100.00
Construction Manager	\$ 105.00	Principal President	\$ 200.00
Deliveries/ Messenger	\$ 25.00 /hour	Dry Utility Coordinator	\$ 75.00
8" x 11" or 11" x 17" Copies	\$ 0.15 /sheet	Expert Witness	\$ 200.00
11" x 17" Color Plots	\$ 4.75 SF/6.20 EA	FAA Certified Drone Pilot	\$ 150.00
24" x 36" Mylar/Color Plots	\$ 15.00 /sheet	Geospatial Technician	\$ 75.00
24" x 36" Black/White Bond Plots	\$ 1.00 /sheet	Laser Scanner Operator	\$ 150.00
36" x 84" Color Plots	\$ 4.75 Sq ft./sheet	Photogrammetrist	\$ 130.00
36" x 192" Color Plots	\$ 4.75 Sq ft.		