

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of June 2, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and J2 Engineering & Environmental Design, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The Town is in need of bid documents for the Adero Canyon Trailhead (the "Trailhead").

B. The Town has determined that competitive solicitation is not in the Town's best interest because Consultant prepared the original detail design for the Trailhead in 2005 to 95% completion, has the same staff in place since 2005, including the main architect and project supervisor, and has performed additional work related to the Trailhead over the last several months.

C. Pursuant to Section 11.2 of the Town's Procurement Policy, the Town and the Consultant desire to enter into this Agreement for the purpose of (i) establishing the terms and conditions by which Consultant may provide the Town with bid documents (updated 95%, 100% and bid ready final submittals) for the Trailhead (the "Services"), as more particularly set forth in Section 2 below, and (ii) setting the maximum amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 1, 2017, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$126,127.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit A.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has 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 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, except Workers' Compensation 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 Town, 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 Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town 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 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 Town, its agents, representatives, officials, officers and

employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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 Town. 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, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance 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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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 policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, 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 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

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

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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.

11.2 Required Insurance Coverage.

A. Commercial General Liability. 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. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. 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 Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, 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.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on 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 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this

Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the 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 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that

the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous

agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.10 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Consultant: J2 Engineering & Environmental Design, L.L.C.
 4649 East Cotton Gin Loop, Suite B2
 Phoenix, Arizona 85040
 Attn: Jeffery Englemann

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Proposal, the documents shall govern in the order listed herein.

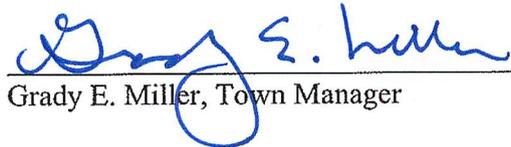
13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

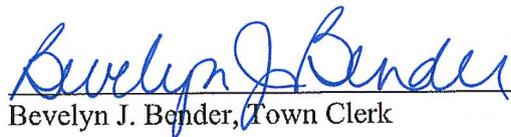
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 6th, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Consultant"

J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.,
an Arizona limited liability company

By: _____

Name: Jeff Engelmann

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 23, 2016, before me personally appeared Jeff Engelmann, the Vice President of J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C., an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

Karla B Hunt
Notary Public

(Affix notary seal here)

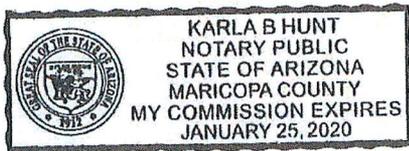
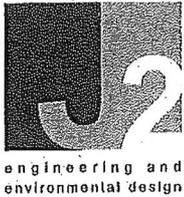


EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.

[Scope of Work and Fee Proposal]

See following pages.



April 22, 2016

Mark Mayer
Director of Parks & Recreation
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: **Adero Canyon Trailhead Bid Documents**

Dear Mr. Mayer:

J2 Engineering and Environmental Design, LLC (J2) is pleased to submit the attached scope of services (Exhibit A), man-hour estimate and fees for professional services regarding the subject project. The proposal is based on our recent discussions with you regarding this project.

Our team includes the following subconsultants:

1. Wright Engineering for Electrical Engineering
2. Orcutt Winslow Partnership for Architecture Update Restroom Design
3. RAMM for Geotechnical Engineering
4. Native Resources Plant Inventory
5. Structural Grace – Update Structural on Ramada

This special trailhead project will result in the realization of a process started by the Town over a decade and that is finally coming to realization. MCO Properties and their development agreement with the Town of Fountain Hills dictate that the trailhead and access to the trailhead was of the highest priority. The Town has set aside monies from Development Fees specifically for this trailhead project and with MCO moving ahead with Adero Canyon will provide the public access and utilities for this trailhead development.

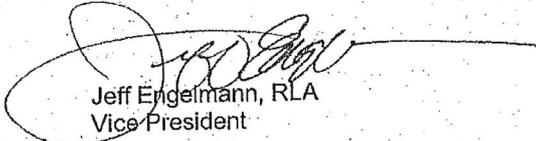
TASK A Create Bid Documents (95%, 100% and Bid Ready Final Submittals)

A. J2 Plan Design Update	\$98,808.00
B. Wright Engineering Electrical Design	\$ 4,780.00
C. Orcutt Winslow Partnership Architecture Update Restroom Design	\$11,750.00
D. RAMM for Geotechnical Engineering	\$ 3,400.00
E. Native Resources Plant Inventory	\$ 1,850.00
F. Structural Grace – Update Structural on Ramada	<u>\$ 5,539.00</u>
Total	\$126,127.00

The scope and fee proposal as attached was developed to address the issue related to updating the plans completed by the Design Team in 2006 to current standards and putting all documents in one phase.

We look forward to starting this exciting project promptly following your approval.

Sincerely,
J2 Engineering and Environmental Design, LLC



Jeff Engelmann, RLA
Vice President

TOWN OF FOUNTAIN HILLS ADERO CANYON TRAILHEAD

TASK A 100 - Data Gathering Update Base Information for the Adero Canyon Trailhead

Purpose: To collect site data, utilize the recently completed topographic survey, provide an updated native plant inventory, utilize the underway/completed cultural and biological clearances and initiate a new geotechnical engineering required for the construction documentation effort, and gather staff input to finalize pavement section and other trailhead and pedestrian enhancements goals and objectives.

Method:

- A. Review base information and background data
- B. Coordinate downloading of newly completed survey and topographic mapping @ 1 foot contour intervals for base data development
- C. Coordinate new geotechnical engineering and soils evaluations
- D. Coordinate downloading of newly completed cultural and biological clearances and identify any potential impacts to the site design
- E. Define utility needs and potential coordination issues
- F. Confirm project program and design elements with the Town
- G. Confirm project budget

Products:

- Initiate new field notes, photographs of site
- Download recently completed survey as base data
- Initiate Geotechnical site samples
- Download recently completed Biological and Cultural Clearance Report
- Initiate Native Plant Inventory
- Review final project program and project budget allocation with Town Staff
- Provide two (2) copies of Geotechnical, and Native Plant Inventory Reports for review to Town.

Meetings:

- One (1) Project Kickoff & Site Visit with Town Staff and Design Team. J2 will have five representatives at this meeting: our Project Principal, Project Manager, Project Landscape Architect, Project Engineer and Project Designer. Time includes travel time to and from the site. This meeting is programmed to be four (4) hours in length. J2 will prepare the agenda, sign in forms, base sheets from topographic survey to initiate discussions with the Town. J2 will issue meeting minutes following the meeting.
- One (1) Progress Meeting with Town Staff. J2 will have three representatives at this meeting: our Project Manager, Project Engineer and Project Landscape Architect. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with Town staff. J2 will issue meeting minutes following the meeting.

Task A 101 - 95% Pre-Final Design

Purpose: Revised plans previously developed in 2006 for the Adero Canyon Trailhead by J2 and bring the plans, specifications and estimate up to 2016 standards.

Anticipated Submittals/Products

- J2 shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 95% level of completion to the Town of Fountain Hills for distribution and review and comment.
- Plan set for the Adero Trailhead updated to current standards is anticipated to include the following:
 - Cover Sheet (1)
 - Area Plan (1)
 - Site Plan (1)



TOWN OF FOUNTAIN HILLS ADERO CANYON TRAILHEAD

- General Notes Sheet (1)
- Plant Inventory Plans (2)
- Plant Inventory Summary Data (1)
- Limits of Disturbance Erosion Control (3)
- Demolition/Removal Plan Sheets (2)
- Coordinate Geometry Layout Plan Sheets (2)
- Paving Grading/Drainage Plan Sheets (2)
- Civil Typical Sections and Details (8)
- Sanitary Sewer Plan and Profile Sheet (1)
- Water Line Plan Sheet (1)
- Storm Drain Plan Sheets (3)
- Pavement Marking and Signing Notes(1)
- Pavement Marking and Signing Plan Sheets (1)
- Restroom Plan Sheets and Details (14) *See Sub Scope of Work*
- Landscape General Notes Sheet (1)
- Landscape Summary Sheet (1)
- Landscape Plan Sheet (2)
- Landscape Detail Sheets (9)
- Ramada Structural Notes (1) *See Sub Scope of Work*
- Ramada Plans and Sections (1) *See Sub Scope of Work*
- Ramada Structural Details (1) *See Sub Scope of Work*
- Irrigation General Notes Sheet (1)
- Irrigation Summary Sheet (1)
- Irrigation Plan Sheets (2)
- Irrigation Detail Sheets (2)
- Electrical Details (2) *See Sub Scope of Work*
- Electrical Plan and Notes (1) *See Sub Scope of Work*
- Drainage Report
- Set of Specifications in MAG format for bidding purposes
- An Opinion of Probable Construction Cost Estimate

Anticipated Meeting

- One (1) Progress Meeting with Town Staff. J2 will have three representatives at this meeting: our Project Manager, Project Engineer and Project Landscape Architect. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with Town staff. J2 will issue meeting minutes following the meeting.
- Comment Resolution Meeting. J2 will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. J2 will issue meeting minutes following the meeting.

Task A 102 – 100% Pre-Final Design

Purpose: To provide pre-final construction documents, specifications, and opinion of probable cost for the Town and Team design review. Design Team will coordinate with Town staff and CMAR if this delivery method is utilized.

Anticipated Submittals/Products

- J2 shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 100% level of completion to the Town of Fountain Hills for distribution and review and comment.
- Plan set for the Adero Trailhead updated to current standards is anticipated to include the following:
 - Cover Sheet (1)
 - Area Plan (1)



TOWN OF FOUNTAIN HILLS ADERO CANYON TRAILHEAD

- Site Plan (1)
- General Notes Sheet (1)
- Plant Inventory Plans (2)
- Plant Inventory Summary Data (1)
- Limits of Disturbance Erosion Control (3)
- Demolition/Removal Plan Sheets (2)
- Coordinate Geometry Layout Plan Sheets (2)
- Paving Grading/Drainage Plan Sheets (2)
- Civil Typical Sections and Details (8)
- Sanitary Sewer Plan and Profile Sheet (1)
- Water Line Plan Sheet (1)
- Storm Drain Plan Sheets (3)
- Pavement Marking and Signing Notes(1)
- Pavement Marking and Signing Plan Sheets (1)
- Restroom Plan Sheets and Details (14) *See Sub Scope of Work*
- Landscape General Notes Sheet (1)
- Landscape Summary Sheet (1)
- Landscape Plan Sheet (2)
- Landscape Detail Sheets (9)
- Ramada Structural Notes (1) *See Sub Scope of Work*
- Ramada Plans and Sections (1) *See Sub Scope of Work*
- Ramada Structural Details (1) *See Sub Scope of Work*
- Irrigation General Notes Sheet (1)
- Irrigation Summary Sheet (1)
- Irrigation Plan Sheets (2)
- Irrigation Detail Sheets (2)
- Electrical Details (2) *See Sub Scope of Work*
- Electrical Plan and Notes (1) *See Sub Scope of Work*
- Drainage Report
- Set of Sealed Specifications in MAG format for bidding purposes
- A Revised Opinion of Probable Construction Cost Estimate

Anticipated Meeting

- One (1) Progress Meeting with Town Staff. J2 will have three representatives at this meeting: our Project Manager, Project Engineer and Project Landscape Architect. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with Town staff. J2 will issue meeting minutes following the meeting.
- Comment Resolution Meeting. J2 will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. J2 will issue meeting minutes following the meeting.

Task A 103 - Final Design – Plans, Specifications, and Estimate (PS&E)

Purpose: To provide Final Contract Documents, sealed by an Arizona registered professional per each respective area of expertise, suitable for public works construction. Design Team will coordinate with Town staff and shall also assist the Town during this phase by answering contract document questions and preparing necessary addenda for construction. Design Team will coordinate with CMAR if this delivery method is utilized.

Anticipated Submittals/Products

- J2 shall submit one set of full sized sealed plans and four (4) half sized sets of sealed plans developed to a bid ready level of completion to the Town of Fountain Hills for bidding.



TOWN OF FOUNTAIN HILLS ADERO CANYON TRAILHEAD

- Plan set for the Adero Trailhead updated to current standards is anticipated to include the following:
 - Cover Sheet (1)
 - Area Plan (1)
 - Site Plan (1)
 - General Notes Sheet (1)
 - Plant Inventory Plans (2)
 - Plant Inventory Summary Data (1)
 - Limits of Disturbance Erosion Control (3)
 - Demolition/Removal Plan Sheets (2)
 - Coordinate Geometry Layout Plan Sheets (2)
 - Paving Grading/Drainage Plan Sheets (2)
 - Civil Typical Sections and Details (8)
 - Sanitary Sewer Plan and Profile Sheet (1)
 - Water Line Plan Sheet (1)
 - Storm Drain Plan Sheets (3)
 - Pavement Marking and Signing Notes (1)
 - Pavement Marking and Signing Plan Sheets (1)
 - Restroom Plan Sheets and Details (14) *See Sub Scope of Work*
 - Landscape General Notes Sheet (1)
 - Landscape Summary Sheet (1)
 - Landscape Plan Sheet (2)
 - Landscape Detail Sheets (9)
 - Ramada Structural Notes (1) *See Sub Scope of Work*
 - Ramada Plans and Sections (1) *See Sub Scope of Work*
 - Ramada Structural Details (1) *See Sub Scope of Work*
 - Irrigation General Notes Sheet (1)
 - Irrigation Summary Sheet (1)
 - Irrigation Plan Sheets (2)
 - Irrigation Detail Sheets (2)
 - Electrical Details (2) *See Sub Scope of Work*
 - Electrical Plan and Notes (1) *See Sub Scope of Work*
 - Sealed Drainage Report
 - Set of Sealed Specifications in MAG format for bidding purposes
 - A Revised Opinion of Probable Construction Cost Estimate

Anticipated Meeting

Bid Ready Meeting. J2 will have three representatives at this meeting: our Project Manager, Project Engineer and Project Landscape Architect. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. J2 will prepare the agenda, sign in forms, and questions regarding coordination of bidding documents with Town staff. J2 will issue any meeting minutes following the meeting.

EXCEPTIONS

The following tasks are not included in this scope of services:

1. This scope of services does not include the development of an ALTA, Boundary or Title survey. Property line information shall be provided to J2 by the Town.
2. J2 will utilize the recently completed topographic survey of the site as our base file for all plan development.
3. Town of Fountain Hills shall provide all necessary title reports to the Design Team to establish any boundary and easements. J2 has not included the development of creating any new easements with this phase of the project.
4. The Design Team has not included any re-platting or rezoning efforts in this scope of services



TOWN OF FOUNTAIN HILLS ADERO CANYON TRAILHEAD

5. Off-Site improvements (design for improvements outside the Trailhead removal area as shown in the site plan previously submitted is considered outside of this scope of services.
6. Reproductions beyond or above what has been stated shall be covered by the Town.
7. J2 is not providing any permitting or fees for any permitting or permit reviews
8. Construction Management Services (Post-design assistance/Construction Administration Services are not included in this scope)
9. J2 will not provide any 401, 404, 408 permitting or USACE reviews.
10. J2 will not be providing any hydrant flow testing.
11. Potholing has not been included in this scope of services.
12. This scope of work does not include any public involvement meetings and or the preparation of any 3d visual simulations
13. J2 is not responsible for the Contractor SWPPP. The erosion control plans developed as part of this set of documents can be used by the contractor as part of their SWPPP process.
14. Reproduction of all construction bid sets for this phase shall be paid by the Town of Fountain Hills (TOF) and have not been included in this scope or attached fee proposal.
15. J2's scope of services does not include the design of any traffic signal, construction sequencing, or traffic control plans. Traffic Control plans shall be the responsibility of the Contractor to get approved by the TOF
16. This scope was developed around updating the set of plans developed by J2 back in 2006 and does not include wholesale changes in design of any of the elements but does include refining the design features to be in compliance with the latest set of standards.
17. This scope does not include any Design Review Board presentations and or preparation of any graphics.
18. This scope of services is based upon the availability of existing infrastructure (water, sewer and electrical) services that were to be available at the site when construction was to be initiated. Any alternative designs (solar, pit/vault toilet, water tank) have NOT been included in this cost.

Attachments:

See attachments for fee summary, subconsultant scopes of work, and scope exhibits.



DERIVATION OF COST PROPOSAL: DESIGN SERVICES TASK A

**Adero Canyon Trailhead Bld Documents
Town of Fountain Hills**

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Principal	16	\$68.00	\$1,088.00
Project Manager	101	\$57.17	\$5,774.00
Project Engineer	114	\$42.50	\$4,845.00
Engineer	88	\$39.00	\$3,432.00
Project Landscape Architect	103	\$41.08	\$4,231.00
Designer	86	\$29.54	\$2,540.00
Designer - Sr.	368	\$37.38	\$13,756.00

Total Hours 876 **Total Direct Labor** \$35,666.00

Total Estimated Labor: \$35,666
Overhead @ 151.85% of Direct Labor \$54,159
Total Estimated Labor and Overhead: **\$89,825**

Estimated Direct Expenses	Estimated Expenses	Total
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Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	
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Total Direct Expenses **\$0.00**

Subconsultants: Design

Wright Engineering - Electrical Engineering	\$4,780.00
Orcutt Winslow Partnership - Architecture	\$11,750.00
RAMMM - Geotechnical Engineering	\$3,400.00
Native Resources - Native Plant Inventory	\$1,850.00
Structural Grace - Structural Engineering	\$5,539.00

Total Estimated Outside Services: \$27,319.00
Total Estimated Cost J2 and Subconsultant \$117,144.00
Fixed Fee at 10% \$8,983

Total Estimated Cost: **\$126,127**

J2 Engineering and Environmental Design LLC



Jeff Engelmann, RLA
Project Principal

04-22-16
Date

Fee Schedule

4/22/2016

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Manager	Project Engineer	Engineer	Project Landscape Architect	Designer	Designer - Sr.	Total
Task A-100	Data Collection Site Investigation								
	Data Collection Existing Information Gathering		2	8		4	4		18
	Anticipated Meetings								
	One Design Kickoff and Site Visit Meeting	4	4	4		4			16
	One Progress Meeting		2	2		2			6
Task A-101	95% Design								
	• Plan Set for Adero Trailhead								
	Cover Sheet (1)		1					1	2
	Area Plan (1)		1					1	2
	Site Plan (1)		1					1	2
	General Notes Sheet (1)		1		2			2	5
	Plant Inventory Plans (2)					4	8	24	36
	Plant Inventory Summary Data (1)					2	4	8	14
	Limits of Disturbance Erosion Control (3)					2	4	16	22
	Demolition/Removal Plan Sheets (2)		1	2				4	7
	Coordinate Geometry Layout Plan Sheets (2)		1	2				4	7
	Paving Grading/Drainage Plan Sheets (2)	2	4	8	12			24	50
	Civil Typical Sections and Details (8)	2	4	12	16			24	58
	Sanitary Sewer Plan and Profile Sheet (1)		2	2	4			8	16
	Water Line Plan Sheet (1)		2	2	4			8	16
	Storm Drain Plan Sheets (3)		2	2	4			8	16
	Pavement Marking and Signing Notes(1)		1	2	2			4	9
	Pavement Marking and Signing Plan Sheets (1)		1	2	4			8	15
	Restroom Plan Sheets and Details (14) See Sub Scope of Work								
	Coordinate Plan View References		1			1		1	3
	Landscape General Notes Sheet (1)					2	2	4	8
	Landscape Summary Sheet (1)					1	2	4	7
	Landscape Plan Sheet (2)					2	4	16	22
	Landscape Detail Sheets (9)					2	4	8	14
	Ramada Structural Notes (1)		0			0		0	0
	Ramada Plans and Sections (1) Coordinate Plan View References		1			1		1	3
	Ramada Structural Details (1)								0
	Irrigation General Notes Sheet (1)					1	2	4	7
	Irrigation Summary Sheet (1)					1	2	4	7
	Irrigation Plan Sheets (2)					2	4	16	22
	Irrigation Detail Sheets (2)					2	4	8	14
	Electrical Details (2) See Sub Scope of Work								0
	Electrical Plan and Notes (1) See Sub Scope of Work								0
	Coordinate Plan View and Layout References		1			1		1	3
	Drainage Report	2	8	12				8	30
	Specifications in MAG format for bidding purposes		2			8			10
	An Opinion of Probable Construction Cost Estimate		2			4	4		10
	Anticipated Meetings								
	One Progress Meeting		2	2		2			6
	One Comment Resolution Meeting		2	2		2			6
Task A-102	100% Pre-Final Design								
	• Plan Set for Adero Trailhead								
	Cover Sheet (1)		1					1	2
	Area Plan (1)		1					1	2
	Site Plan (1)		1					1	2
	General Notes Sheet (1)		1		1			1	3
	Plant Inventory Plans (2)					2	4	8	14
	Plant Inventory Summary Data (1)					1	2	4	7
	Limits of Disturbance Erosion Control (3)					1	2	4	7
	Demolition/Removal Plan Sheets (2)		1	1				2	4
	Coordinate Geometry Layout Plan Sheets (2)		1	1				2	4
	Paving Grading/Drainage Plan Sheets (2)	1	2	4	8			8	23
	Civil Typical Sections and Details (8)	1	2	8	8			12	31
	Sanitary Sewer Plan and Profile Sheet (1)		1	1	2			4	8
	Water Line Plan Sheet (1)		1	1	2			4	8

Fee Schedule

4/22/2016

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Manager	Project Engineer	Engineer	Project Landscape Architect	Designer	Designer - Sr.	Total
	Storm Drain Plan Sheets (3)		1	1	2			4	8
	Pavement Marking and Signing Notes(1)		1	1	1			2	5
	Pavement Marking and Signing Plan Sheets (1)		1	1	2			4	8
	Restroom Plan Sheets and Details (14) See Sub Scope of Work		1			1		1	3
	Landscape General Notes Sheet (1)					1	1	2	4
	Landscape Summary Sheet (1)					1	1	2	4
	Landscape Plan Sheet (2)					1	2	4	7
	Landscape Detail Sheets (9)					1	2	4	7
	Ramada Structural Notes (1)		0			0		0	0
	Ramada Plans and Sections (1) Coordinate Plan View		1			1		1	3
	Ramada Structural Details (1)								0
	Irrigation General Notes Sheet (1)					1	1	2	4
	Irrigation Summary Sheet (1)					1	1	2	4
	Irrigation Plan Sheets (2)					1	2	4	7
	Irrigation Detail Sheets (2)					1	2	4	7
	Electrical Details (2) See Sub Scope of Work								0
	Electrical Plan and Notes (1) See Sub Scope of Work		1			1		1	3
	Drainage Report	1	4	8				2	15
	Specifications in MAG format for bidding purposes		2			8			10
	An Opinion of Probable Construction Cost Estimate		2			4	4	4	14
	Anticipated Meetings								
	One Progress Meeting		2	2		2			6
	One Comment Resolution Meeting		2	2		2			6
	Final Design Plans, Specifications, and Estimate (PS&E)								
	• Plan Set for Adero Trailhead								
	Cover Sheet (1)		1					1	2
	Area Plan (1)		1					1	2
	Site Plan (1)		1					1	2
	General Notes Sheet (1)		1		1			1	3
	Plant Inventory Plans (2)					1	2	4	7
	Plant Inventory Summary Data (1)					1	1	2	4
	Limits of Disturbance Erosion Control (3)					1	1	2	4
	Demolition/Removal Plan Sheets (2)		1	1				1	3
	Coordinate Geometry Layout Plan Sheets (2)		1	1				1	3
	Paving Grading/Drainage Plan Sheets (2)	1	1	2	4			4	12
	Civil Typical Sections and Details (8)	1	1	4	4			8	18
	Sanitary Sewer Plan and Profile Sheet (1)		1	1	1			2	5
	Water Line Plan Sheet (1)		1	1	1			2	5
	Storm Drain Plan Sheets (3)		1	1	1			2	5
	Pavement Marking and Signing Notes(1)		1	1	1			1	4
	Pavement Marking and Signing Plan Sheets (1)		1	1	1			2	5
	Restroom Plan Sheets and Details (14) See Sub Scope of Work		1			1		1	3
	Landscape General Notes Sheet (1)					1	1	1	3
	Landscape Summary Sheet (1)					1	1	2	4
	Landscape Plan Sheet (2)					1	1	2	4
	Landscape Detail Sheets (9)					1	1	2	4
	Ramada Structural Notes (1)		0			0		0	0
	Ramada Plans and Sections (1) Coordinate Plan View		1			1		1	3
	Ramada Structural Details (1)								0
	Irrigation General Notes Sheet (1)					1	1	1	3
	Irrigation Summary Sheet (1)					1	1	1	3
	Irrigation Plan Sheets (2)					1	1	2	4
	Irrigation Detail Sheets (2)					1	1	2	4
	Electrical Details (2) See Sub Scope of Work								0
	Electrical Plan and Notes (1) See Sub Scope of Work		1			1		1	3
	Drainage Report	1	2	4				1	8
	Specifications in MAG format for bidding purposes		1			4			5
	An Opinion of Probable Construction Cost Estimate		1			2	2	2	7
	Anticipated Meetings								
	Bid Ready Meeting		2	2		2			6
	Total J2 Design Hours:	16	101	114	88	103	86	369	876



#7748

January 25, 2016

J2 Engineering & Environmental Design
4649 East Cotton Gin Loop
Suite B2
Phoenix, Az 85040

Re: **McDowell Mountain Preserve Central Trailhead
Electrical and Lighting**

Attn: Jeff Engelmann

Dear Jeff,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Fountain Hills requirements:

Electrical Design Scope of Services:

1. Coordinate design with J2 Design and the City of Fountain Hills as required.
2. Attend up to (1) one design meeting and (2) two comment resolution meetings with the design team.
3. Update and prepare 24" X 36" electrical drawings.
4. Provide an overall site plan showing the following electrical equipment:
 - a. Shade structure lighting
 - b. Bollard area lighting
 - c. Landscape lighting
 - d. Electrical service cabinet
 - e. Entry gate power
 - f. Conduit and wire routing for site power
 - g. Restroom power feed
5. Update load calculations and single line diagram.
6. Update panel schedule and other electrical installation details as required.
7. Update necessary elevation view and installation details of the equipment listed.
8. Update all lighting control designed per client's requirements. All necessary equipment will be shown on the plans.
9. Update system fault current and voltage drop calculations as required.
10. Update conduit and wire table showing all power conduits and wire for equipment.

11. Update engineers estimate of probable electrical construction costs and construction specifications.
12. Perform in-house QAQC review and modifications.
13. The above plans will be provided to J2 Design for submittal review and comment from the City of Fountain Hills at 90%, 100% Pre-Final and Final Sealed stages. Submittals will be made via email in digital PDF format. J2 Design will copy and submit to owner as needed.
14. Review comments, whether internal or municipality, will be responded to and addressed.

Construction Phase Scope of Services:

1. Attend (1) one Pre-construction meeting.
2. Review all electrical equipment submittal packages for conformance to contract documents and provide written itemized submittal review and response letter.
3. Review all RFI's and Change Order requests and provide written itemized review and response letter.
4. Visit the site for up to (1) one inspections of the electrical installation and prepare an inspection report.
5. Prepare Record Drawings of the electrical installation based on inspection information as well as contractor's marked up electrical plans.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of electrical service location will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables

1. Upon completion of the design, we will provide one set each of final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee

The above services will be provided as follows:

Engineering Design Update: **\$4,780.00** (Billed Lump Sum upon Completion)

~~Construction Phase Service: \$3,000.00 (Billed hourly)~~ **Post Design Not in Contract**

Additional Services

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	\$145/hour	Designer	\$95/hour
Senior Engineer	\$125/hour	Draftsman	\$85/hour
Engineer	\$105/hour	Secretary	\$45/hour

Printing Charges

The following printing and deliveries are included in this scope of services:

- 3 sets of design blacklines
- 3 standard deliveries
- A soft copy of final design in electrical format

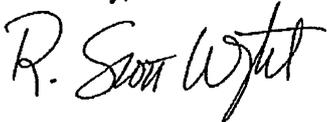
Additional printing and delivery will be charged as follows:

Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project.

Sincerely,



R. Scott Wright, P.E., LC
Wright Engineering Corporation

orcutt | winslow

January 29, 2016

Jeff Engelmann, RLA, ASLA
J2 engineering and environmental design, llc
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

Re: Fountain Hills Trailhead Restrooms
Subj: Proposal of Professional Architectural/Engineering Services

Dear Jeff:

As requested, we have prepared our proposal of Architectural, Structural and Electrical and Plumbing services to evaluate and update the existing developed plans for the restroom building structure to current HVAC, electrical and structural requirements as promulgated by the 2012 IBC.

DESIGN SERVICES:

Our scope of services is based on working with J2 Engineering and includes Architectural, Electrical, Structural and Plumbing design services for the following effort:

1. Provide architectural, electrical, structural review of existing documents and make the necessary corrections to the existing documents to comply with the 2012 IBC.
2. Revise drawings per City review comments.
3. Answer bidders and Contractors' questions during bidding and construction.
4. Provide exhibit(s) and attend the Design Review meeting to obtain project approval.

Assumptions:

It is our understanding that Construction Administration services will be provided under a separate proposal.

FEES:

Based on the above understanding of the scope of Work your investment in our Professional Architectural services is proposed to be as follows:

Lump Sum: \$11,750

If additional services are required, they will be billed at our universal hourly rate of \$135/hour.

If this Proposal meets with your approval, please provide us a contract. We will begin our services upon receipt of a fully executed contract. If you have any questions, please don't hesitate to give me a call.

Sincerely,



Mark V. Yarish, RA NCARB
Associate/Director

ARCHITECTURE PLANNING INTERIOR DESIGN

3003 n central ave
sixteenth floor
phoenix az 85012
602 257 1764 f
602 257 9029 f
www.owp.com



RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.
Geotechnical Engineering • Construction Materials Testing

J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

January 19, 2016

Attention: Jeff Holzmeister, PE, email (jholzmeister@j2design.us)

Re: Proposal for Supplemental Geotechnical Engineering Services
Adero Mountain Trailhead RAMM Proposal No. PG16095
Evaluation of Existing Road Fill and Subgrade
Fountain Hills, Arizona

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

Kenneth L. Ricker, P.E.

/dh

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Supplemental Geotechnical Engineering Services

For: J2 Engineering and Environmental Design, LLC

RAMM Proposal No. PG16095

PROJECT: Adero Mountain Trailhead
Evaluation of Existing Road Fill and Subgrade
Fountain Hills, Arizona

DESCRIPTION:

The existing road through the trailhead has been partly filled and modified since our original work at the site (G11251 and G12118).

SCOPE OF SERVICES:

1. Test pits will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Four test pits 2 to 6 feet in depth or prior refusal are proposed in the fill areas.
2. Laboratory analyses of representative samples will include:
Minus No. 200 Sieve and Plasticity Index
Standard Proctor
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for site grading and preparation procedures and other supplements to our original reports.

COMPLETION TIME:

Final report approximately 3 to 4 weeks after authorized to proceed.

FEE: \$2,500.00 to \$3,400.00

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.
ATTACHMENT "A" Proposal for Supplemental Geotechnical Engineering Services
For: J2 Engineering and Environmental Design, LLC
RAMM Proposal No. PG16095

PROJECT: Adero Mountain Trailhead
Evaluation of Existing Road Fill and Subgrade
Fountain Hills, Arizona

The undersigned agrees to the forgoing Scope and Fee.

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

By: 
Kenneth L. Ricker, P.E., Project Engineer

Client: _____

By: _____

Date: _____



1540 W. Happy Valley Road, Phoenix, AZ 85085
 Phone: (623) 868-6757 Fax: (623) 889-6768 Email: info@nativeresources.com
 Visit us on the web: www.nativeresources.com

PROPOSAL

Date	Number
01/20/16	NRIQ7016

This is NOT an invoice

To: J2 Engineering and Environmental
 4649 E. Cotton Gin Loop
 Suite B2
 Phoenix, AZ 85040
Attn: Kevin Wallin
Phone: 602-438-2221
Fax: 602-438-2225

Project Name: FOUNTAIN HILLS ADERO MTN TRAILHEAD NPI
Job Location: 4649 E. Cotton Gin Loop Suite B2 Phoenix, AZ 85040
PO/Contract No.: _____
NRI Job No.: _____

Qty	Description	Unit	Unit Price	Ext. Price
1	Native Plant Inventory	ls	\$1,850.00	\$1,850.00

Notes:

Inventory includes GPS tech, GPS unit, data processing, data printing, AutoCAD.

SubTotal	\$1,850.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$1,850.00

Please Note:

Disturbance area and NAOS must be staked prior to inventory start date. Changes made to inventory work scope once inventory has been completed will require a change order to the original contract.

Additional Inventory Proposal Notes

In addition to the field survey, NRI will provide the following:

- Six (6) finished blueines of project site
- Six (6) native plant inventory booklets
- Site plans and an Excel spreadsheet in electronic format

Bid Approval

Price may not include applicable Local or Federal taxes. Price does not include costs associated with any required permits or bonds. Price does not include any hard dig conditions or craning costs if required. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this estimate. This estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started. This proposal may be withdrawn by us if not accepted within 30 days.

Payment terms for Inventory bids over \$1,000.00: Net 30 days unless otherwise indicated or negotiated. All inventory bids totalling less than \$1,000.00 must be paid prior to inventory work begins. On account over 30 days a service charge of 1.5% per month will be assessed.

Acceptance of Proposal by Signature: The above prices, specifications and conditions are satisfactory and are hereby accepted. I, the undersigned, have read, understand and agree to the terms and conditions of NRI's warranty information with regard to its work. I understand that this proposal will serve as a "Notice To Proceed" with the work contained herein.

Authorized by: _____

Signature: _____

Date: _____



*Structural
Grace, Inc*

January 27, 2016

Mr. Jeff Engelmann
J2 Engineering and Environmental Design
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

Re: Fountain Hills Ramada Plan and Calculation Verification

Dear Jeff,

Per our discussions, this scope and fee proposal has been compiled at your request to update the current plans and calculations for the Fountain Hills Ramada, which was originally designed in 2006. The original design utilized the IBC 2003 and ASCE 7-05 design codes, but we will be updating the plans per the IBC 2012 and ASCE 7-10. Below is a list of our assumptions used in developing the estimate for this update:

Assumptions:

1. All plan and calculation submittals will be in electronic PDF format.
2. The revised ramada plans and calculations will be based on ASCE 7-10 and the IBC 2012.
3. The difference between the 2003 IBC and the 2012 IBC applied loading is less than 5%.
4. A new calculation, indicating that the applied loading according to the latest codes is within 5% of the original loading and therefore the original calculations do not need to be updated. We will provide the calculation that shows the new loading is within 5% of existing loads and attach this calculation to the original calculations.
5. No special provisions or post-design services are included or will be provided by Structural Grace.

Meetings:

- (1) One kickoff meeting is included.
- (2) Two comment resolution meetings are included.

Deliverables:

- Revised Bridge Plans and Calculations (in electronic PDF format)

Proposed Fee:

We propose to perform the above scope for a lump sum fee of \$5,539. This quote is valid for 6 months from date of proposal. Thank you for the opportunity to work with you and your project team. Please feel free to contact me if you need any additional information.

Sincerely,
Structural Grace, Inc.

Nathan J. Palmer, PE
Project Manager

808 N. First Street
Phoenix, Arizona 85004
(602) 437-2551
Fax (602) 437-7244
www.structuralgrace.com

1430 E. Ft. Lowell Rd, Suite 200
Tucson, Arizona 85719
(520) 320-0156
Fax (520) 320-0157

Unique Approach - Unique Solution



Client: J2 Engineering and Environmental Design Date: 27-Jan-16
 Owner: Town of Fountain Hills SGI No.: P2016002
 Project: Ramada Update - McDowell Mountain Preserve Original Estimate: _____ CO#: _____

Task	Description	Hourly Rate	Project	Sr. Project	Project	Sr. Project	Design	CAD	Total Hours	Total Cost
			Manager	Engineer	Engineer	Architect	Engineer	Designer		
1	Coordination and Meetings									
	Coordination with Town of Fountain Hills and J2 Engineering	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	\$170.00
	Kickoff Meeting (1)	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	\$510.00
	Comment Resolution Meeting (2)	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	\$1,020.00
2	Ramada Plan Changes and Applied Loading Calculation Verification									
	Sheet SR-1.01	1.00	2.00	3.00	0.00	0.00	2.00	0.00	8.00	\$1,050.00
	Sheet SR-2.01	1.00	2.00	4.00	0.00	0.00	4.00	0.00	11.00	\$1,350.00
	Sheet SR-3.01	1.00	2.00	4.00	0.00	0.00	4.00	0.00	11.00	\$1,350.00
Total Hours			13.00	6.00	11.00	0.00	0.00	10.00	40.00	\$5,450.00
Total Labor Cost			\$2,210.00	\$960.00	\$1,430.00	\$0.00	\$0.00	\$850.00	\$0.00	\$5,450.00
Estimated Direct Expenses			Quantity		Rate		Total			
	Mileage @ \$0.445-Mile	200.00	\$0.445	Per Mile		\$89.00				
	Courier Expense	0.00	\$50.00	Each		\$0.00				
Total Direct Expenses										\$89.00
Subconsultants										
	None									
Total Subconsultants										\$0.00
TOTAL FEE									\$5,539.00	



CERTIFICATE OF LIABILITY INSURANCE

J2ENG-1

OP ID: JM

DATE (MM/DD/YYYY)

05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	CONTACT NAME: Prof. Underwriters of Arizona	
	PHONE (A/C, No. Ext): 480-483-0440	FAX (A/C, No): 480-948-7752
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI Insurance Company		13056
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED J2 Engineering & Environmental Design, LLC
 4649 E. Cotton Gin Loop #B2
 Phoenix, AZ 85040

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bkt A1 & WOS <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0002206	10/23/2015	10/23/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Bkt A1 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Bkt WOS	X	X	PSA0001468	10/23/2015	10/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab. Architect/Engineer		X	RDP0022250	10/23/2015	10/23/2016	Per Claim 2,000,000 Ann. Agg. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 16.0897.003 Adero Canyon Trailhead Bid Documents C2017-007
 Certificate holder is additional insured as indicated. Coverages afforded are primary and non-contributory basis (excluding E&O). Waiver of subrogation included.

CERTIFICATE HOLDER

TOWNF03

Town of Fountain Hills
 16705 E Avenue of the Fountain
 Fountain Hills, AZ 85268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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