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

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of March 15, 2012, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and J2 Engineering and Environmental Design, L.L.C., an Arizona limited liability corporation (the "Consultant").

RECITALS

A. Pursuant to Section 3-3-10 of the Town Code, the Town may directly select consultants for professional and technical services.

B. The Consultant possesses the specific skill and experience required to provide professional design services for a master plan for median improvements to the Avenue of the Fountains (the "Services").

C. The Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 March 14, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. This Agreement may be extended to provide additional time for the Consultant to complete the Services if (i) at least seven calendar days prior to the end of the term, the Consultant requests, in writing, to extend the Agreement and (ii) the Town approves the extension in writing as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. Upon extension, the terms and conditions of this Agreement shall remain in full force and effect.

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. Notwithstanding the information relating to Tasks 3-5 in the Scope of Work, the Consultant specifically agrees and understands that it shall not proceed with any tasks beyond Tasks 1 and 2 (related to the master plan only) in the Scope of Services without prior, written authorization from the Town in the form of an amendment to this Agreement.

3. Compensation. The Town shall pay Consultant an amount not to exceed $19,727.06 for the Services at the rates as set forth in Exhibit A and attached hereto.

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. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide Aaron Allan as the Project Lead for the Services. In addition to the Project Lead, Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed 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 of 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, defend 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"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor 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 and self-insured retention or deductible portions, 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. 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.

G. 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.

H. 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.

I. 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. 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 the appropriate 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 as respects performance of the 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) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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 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. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the 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 or withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. 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 the 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, the 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 the 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 the 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. No right or interest in this Agreement shall be assigned 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.

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, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Facsimile: (480) 837-3145
Attn: Kenneth W. Buchanan, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Consultant: J2 Engineering and Environmental Design, L.L.C.
4649 E. Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040
Facsimile: (602) 438-2225
Attn: Jeffrey M. Engelmann, Vice President

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, (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, or (D) when received by facsimile transmission during the normal business hours of the recipient. 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 subcontractor's 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 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Consultant submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

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

13.21 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 THE 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

Kenneth W. Buchanan

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on March 22, 2012, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

JANICE E. BAXTER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: December 5, 2012

(Place notary seal here)

Janice E. Baxter

Notary Public in and for the State of Arizona

1675546.3

"Consultant"

J2 ENGINEERING AND ENVIRONMENTAL DESIGN, L.L.C., an Arizona limited liability corporation

By: _____

Name: Jeff Engelmann

Title: Vice · President

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on March 20th, 2012, by Jeff Engelmann, as Vice President of J2 ENGINEERING AND ENVIRONMENTAL DESIGN, L.L.C., an Arizona limited liability corporation, on behalf of the corporation.

CENA M. OREM
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 29, 2015

(affix notary seal here)

Cena M. Orem
Notary Public in and for the State of Arizona

1675546.3

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

[Scope of Work and Fees]

See following pages.

engineering and environmental design

February 8, 2012

Paul Mood, PE
Development Services Director
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: Avenue of the Fountains Design Services

Dear Mr. Mood,

J2 Engineering and Environmental Design, LLC (J2) is very pleased to be selected to provide professional design services for the renovations of the medians of the Avenue of the Fountains for the Town of Fountain Hills. The scope of services and fees are based upon our understanding of the project from our conversations with you, Ken Kurth, and our site visits to the project area. J2 will serve as a prime consultant for the project providing phased services that include: master planning, construction document preparation and post design services.

Project Understanding: The Town of Fountain Hills (TOFH) has an opportunity to improve upon the existing median; landscape, fountains, electrical service, irrigation and circulations along the Avenue of the Fountains. The median facilities are near the end of their workable life cycles, this along with deficiencies in code compliance, are the underlying focus of the project and the rehabilitation efforts. It is our understanding that the Town will administer the design and bid the project(s) through the traditional "design-bid-build" process. Our design effort and construction documents are scoped to follow this approach for a public bid and constructed project. We also realize that this project will need to coordinate design with a potential movie theater development along the south side of Avenue of the Fountains as well as coordination with the Arizona Department of Water Resources (ADWR). Any required ADWR permitting will be handled by the Town with J2 providing exhibits. Our estimated lump sum fee (with the optional service allowances) for this project is as follows (see attached fee sheet for break down):

Avenue of the Fountains Median Design Services Task 1 and 2 (Master Planning) $ 19,727.06
J2 will not proceed beyond Task 1 and 2 without written authorization from the Town.

Avenue of the Fountains Median Design Services Task 3, 4, and 5 (Construction Documents)	$ 120,409.34
Avenue of the Fountains Median Post Design Services Task 6 and 7	$ 34,853.59
Total Fee:	**$174,989.98**

We thank you again for the opportunity to be of service to the Town of Fountain Hills for this project. We are prepared to begin work immediately. Please do not hesitate to call with any questions.

Sincerely,

Jeffrey M. Engelmann, RLA, ASLA
Vice President

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2225
fax 602.438.2225

Scope of Services –

Master Plan/ Construction Documents

Avenue of the Fountains

February 8, 2012

Project Overview:

- Project area is approximately 1800 ft in length with two areas/phases:
  - Area/Phase 1: Medians Only

See attached fee schedule for breakdown of the fees. This fee is based upon the project being one set of bid documents not broken into phases. If phasing or separation into multiple bid packages additional fees would be required.

- Estimated budget for design and construction is approximately $1,800,000+/-
- Anticipated Programmed Improvements:
  - Open Turf Area
  - Landscaped Areas
  - Pedestrian Pathways
  - New and/or Rehabilitated Fountains
  - Public Art Settings
  - Site Grading and Drainage
  - Landscape and Irrigation Renovation
  - Electrical Renovation

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

- Utility Potholing
- Building Architectural Plans
- Off Site Improvements
- Permit Fees
- Public Announcements and Mailings
- Structural Engineering (potential structures are not know at this time, an allowance has been provided to cover structural engineering)
- Environmental Studies or Reports (Town of Fountain Hills to provide)
- Off Site Studies, surveys, etc. (Courtyard and Saguaro Blvd round-about not included)

Task 1.0 Inventory & Analysis

Purpose: To establish a thorough understanding and background of existing conditions on the project site, and a familiarity with previous studies, manuals, and reports on the Town of Fountain Hills (TOFH) Avenue of the Fountains Site and surrounding facilities/sites.

Method:

1. Gather and review Existing Data/Information for project context, including reports and studies completed previously.
   - Items that are to be Gathered by J2 Design:

- Fountain Hills Zoning and General Plan
- Available Existing Base Mapping
- Assessor Maps

- Items that are to be Gathered and Printed/Digital File provided to J2 by TOFH:
  - Drainage Studies (provided by TOFH)
  - GIS (provided by TOFH)
  - Existing improvement Plans (provided by TOFH)
  - Environmental Studies (provided by TOFH)
  - Town Aerial Photo (provided by TOFH)

- Compile and prepare project **Site Background and Base Information** for site survey Site Survey (see attached scope from AZTEC for detail)
  - Topography; 1' contour intervals, visible utility facilities, curbs, gutters, drains, street topo of adjacent streets, grade breaks and trees larger than 4" diameter.

2. **Arborist Field Assessment and Report on Existing Trees in Median**
   - Arborist Field Assessment and Report Level 1 only at this time (see attached scope from the Artistic Arborist Inc.) No level 2 or Level 3 investigations will be performed

3. **Assessment/Inventory existing site conditions.** Application of planning methodologies in assessment of existing conditions. Site reconnaissance, including analysis of:
   - Electrical System
   - Irrigation System
   - Planting
   - Topography
   - Slope
   - Views into and out of site
   - Lighting
   - Circulation
   - ADA Access
   - Parking
   - Status of Current Facilities
   - Future Facility Locations
   - Existing vegetation/irrigation systems
   - Drainage / run off patterns
   - Service /maintenance access
   - Existing utilities and easements
   - Existing visual character
   - Coordination and interface with existing and future surrounding development

4. **Site Analysis/Opportunities and Constraints** for Avenue of the Fountains improvements as conclusions/ recommendations from Site Analysis/Opportunities and Constraints.

Product:

- Site Analysis/Opportunities and Constraints Graphic
- Arborist Field Assessment and Report
- Site Survey
- Memo of Findings Electrical System
- Memo of Findings Irrigation System

Meetings:

- Site Visit/Field Reconnaissance
- Kick-Off /Programming Meeting w/ Town Staff *

Task 2.0 Master Plan Concept Development

Purpose: In response to Task 1.0, Inventory & Analysis, work closely with the Town staff to generate a concept plan alternative(s) that best responds to the synthesis of technical studies, design concepts, and collective efforts of the consultant and Town. Select the preferred plan to move forward to a final master plan and into schematic design.

Method:

1. Develop Project Program; based upon the TOFH Program Requirements, Current TOFH Needs Assessments, community input and staff input/recommendations.
   - Program of Facilities Memo

2. Generate **Concept Plan Alternatives** prepare (2) two (max.) alternative site plan concepts for the project site area. The concepts will be based upon:
   - Site Analysis/Opportunities and Constraints
   - Analysis Review of Existing Data/Information and Collected Data
   - Project Program (Program of Facilities Memo)
   - Requirements of access including:
     - Service vehicles
     - Pedestrians
     - Events
   - Utility /infrastructure requirements including:
     - Utilities and easements
     - Drainage requirements
   - Design vocabulary of existing and proposed building materials, and contents of previous design studies, manuals and reports.
   - Associated uses surrounding and adjacent to the median and streetscape
   - Concept Plans to include (may be combined on one or more plan sheets):
     - Facilities Locations (buildings, activity areas, etc.)
     - Landscape/Hardscape Concept (plants, hardscape, fountains, walls pattern-type)
     - Electrical Power/Lighting Concept (general area location-type);
     - Grading & Drainage Concept (basic landform areas; basins, berms, channels)

3. Final Master Plan
   - Prepare Final Master Plan based upon input from staff, citizens and elected officials
     - Plan Graphic
     - Birdseye perspective (1) view tbd w/ staff
     - Ground view perspective (4) of critical areas, views tbd w/ staff

4. Cost Analysis
   - Prepare an "Order of Magnitude Cost" for estimated development of Concept Plan alternatives
   - Prepare an "Order of Magnitude Cost" for the Final Master Plan

Product:
- Project Program of Facilities Memo
- Concept Plan Alternatives documentation/graphic hard copy and digital
  - Plan view only at 1" = 50'
- Final Master Plan documentation/graphic hard copy and digital
  - Plan view only at 1" = 50'
  - Birdseye perspective (1) view tbd w/ staff
  - Ground view perspective (4) of critical areas, views tbd w/ staff
  - Master Plan Summary Document depicting the plan process, graphics and all material gathered and produced for the master plan. 8 ½" x 11" Booklet
- Order of Magnitude Cost Analysis for each alternative and final master plan

Meetings:
- Town Staff Review
- Public Meeting to present Final Master Plan
- Presentation of Final Master Plan to Town Council

Task 3.0 Schematic Design (30%)

Purpose: To validate the Master Plan and establish the direction for the construction documents. Test and validate the project design against the budget.

Method:
1. Verify Master Plan Priorities, Program and Budget with Town staff prior to proceeding
2. Schematic Design coordination meeting
3. Prepare 30% Schematic Design Plans (no specific sheet count as sheets may be combined on smaller scale to encompass more area for ease of review)
   - Hardscape/General plan
   - Hardscape Details
   - Walls
   - Fountains
   - Paving/Grading
   - Utilities
   - Planting
   - Irrigation
   - Lighting/Electrical power
4. Prepare Color and Materials Board(s)/Samples
5. Product Cut Sheet(s) Document of all proposed equipment (pumps, lighting, irrigation heads, valves, etc.)

6. Prepare Schematic Design (30%) Cost Estimate.
7. Geotechnical investigation and Report (see attached scope from RAMM for detail)

Meetings:

- Schematic Design interim review meeting w/Town staff.
- Schematic Design comment resolution review session w/Town staff.

Products:

- Schematic Design (30%) plan set Two (2) full-size and Two (2) half-size sets
- Color and Materials Board(s)/Samples One (1) Board
- Cut Sheet(s) Document Four (4) sets
- Preliminary Drainage Memo Four (4) sets
- Cost estimate Four (4) sets
- Outline specifications Four (4) sets
- Geotechnical Report Four (4) sets

Task 4.0 Construction Documents (95% First-final)

Purpose: To provide pre-final construction documents. This set will be used to gain final approval from Town of Fountain Hills - Building Safety, Engineering, and Planning departments.

Method:

1. Revise design development plans per TOFH's comments.
2. Pre-Final Plan coordination meeting w/design team, and Town staff.
3. Complete plans and details for:
   - Hardscape/General plan
   - Hardscape Details
   - Walls
   - Fountains
   - Paving/Grading
   - Utilities
   - Planting
   - Irrigation
   - Lighting/Electrical power
4. Prepare Final Drainage Memo
5. Prepare 95% and First-final Cost Estimate.
6. Develop 95% and First-final Specifications.

Meetings:

- First-Final Plan Coordination Meeting Town staff

Products:

- Final Drainage Memo Four (4) sets
- Plans (See Task 5.0 Final Construction Documents for list of plan sheets) Two (2) full-size and Two (2) half-size sets
- Specifications Four (4) sets
- Cost Estimate/Bid Schedule Four (4) sets

Task 5.0 Final Construction Documents (Bid Set)

Purpose: To provide Final Construction Documents, sealed by an Arizona registered professional, suitable for Bidding and Construction.

Method:

1. Finalize bid set plans and details for
   - Hardscape/General plan
   - Hardscape Details
   - Walls
   - Fountains
   - Paving/Grading
   - Utilities
   - Planting
   - Irrigation
   - Lighting/Electrical power
2. Finalize Quantities and Cost Estimate
3. Finalize Specifications
4. Prepare Public Information Board

Meetings:

- Final Plan Coordination Meeting Town staff

Products:

- Final Construction Documents (bid-ready, permit-ready)
  - Specifications
  - Cost Estimate/Bid Schedule
  - Plans

Sheet Index (Medians Only)

Sheet Title	Scale	Qty.
Cover Sheet	NA	1
Key Sheet	NA	1
Overall Site Plan	NA	1
General Notes	NA	1
Amenities/Materials Schedule	NA	1
Grading Plan (Double Stacked)	1"=10'	4
Layout Plan (Double Stacked)	1"=10'	4
Hardscape Plan (Double Stacked)	1"=10'	4
Hardscape Details	NA	6
Fountain Plans	1"=10'	6
Fountain Details	NA	6
Landscape Notes	NA	2
Landscape Plan (Double Stacked)	1"=10'	4
Landscape Details	NA	1

Irrigation Plan (Double Stacked)	1"=10'	4
Irrigation Notes/Details	NA	3
Electrical Plan	1"=20'	4
Electrical Details	NA	3
Estimated Total Sheets (Medians Only)		**56**

- Plans on "Mylar" @ 24" x 36" STD. Specifications 8 ½" x 11".
- Plans, Specifications, Estimate, and Addenda provided in both hard copy and digital (PDF or CADD) format.

Task 6.0 Bid Phase

Purpose: To assist the Town during the bid phase by answering any contractor's questions, preparing necessary addenda and attend pre-bid meeting.

Method:

1. Respond to question during bid process.
2. Prepare addenda.

Assumes NO Prior Approval review/approval of specifications, shop drawings and materials, all review of equipment/materials would be during the construction phase.

Meetings:

- Pre-Bid Meeting

Products:

- Documentation of questions and response
- Addenda if necessary

Task 7.0 Construction Observation

Purpose: To assist the Town, in a limited capacity, during the construction phase by answering contractor's questions, preparing necessary ASI's and attend a set of defined (limited) construction meetings. J2's role will be in support to the Town's inspectors who will perform the day to day inspections and construction administration.

1. Construction Contract Observation Services

- Attend Pre-Construction Meeting
- Respond to RFI, provide ASI, Shop drawing and submittal review
- Attend Monthly construction meetings in conjunction with Site Visits (7 trips)
- Special Fountain System Installation Observations (3 Trips)
- Nursery Visit to Tag Plant Materials for the Project (1 Trip)

- Miscellaneous On-Call site visits (3 Trips)
- Pre-Final Walkthrough (1 Trip)
- Final Walkthrough (1 Trip)

Construction observation will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the civil, electrical, landscape and irrigation aspects of this median improvement project. This task should not be construed to warrant the work of any contractor.

A. J2 will provide the above post design services in the following manner:

Material testing (gradations, compactions, concrete testing) is <u>not</u> part of this observation contract and shall be provided by the TOFH.

Each discipline will review and approve applicable shop drawings.

Any observation services provided by the Consultant Project Team are solely for the purpose of rendering a professional opinion regarding apparent conformance to contract requirements. Consultant does not warrant the work of any contractor. In accordance with generally accepted construction practice, contractor shall be solely responsible for all job site conditions and safety of persons or property.

Any observations of the work completed are subject to the following: The observations shall be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or, (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Consultant.

1. J2 will perform limited observations and visits to the site during one of the identified trips and or site meetings per the "Post Design Man Hours" listed in the Fee Schedule.

B. The Construction Observation portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

1. Maximum contract time of 7 months (210 calendar days) for the construction.

2. Reasonable performances by the Contractor(s) (if a continuous pattern of unacceptable or deceptive work develops, we will recommend to the Town that the project will be shut down in accordance with the written specifications).

3. An absence of claims at the close of the project.

If these assumptions for construction observation are not correct, or if the Town feels additional, field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis.

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

- Environmental testing or services
- Material testing (gradations, compactions, concrete testing) is not part of this administration contract and are to be provided by the TOFH.
- Geotechnical
- Inspection Services
- Structural Design Review
- Off Site improvements
- No work on the existing facilities outside of the defined scope of work
- Permitting and fees
- Public announcements and mailings
- Multiple Phases for construction
- Construction Office

DERIVATION OF COST PROPOSAL: DESIGN SERVICES FOR MEDIAN

Avenue of the Fountains

Town of Fountain Hills

J2 Engineering and Environmental Design, LLC

Avenue of the Fountains Median Design - Design Services Task 1 and 2	**$19,727.06**
Avenue of the Fountains Median Design - Design Services Task 3, 4, and 5	**$120,409.34**
Avenue of the Fountains Median Design Post Design Services Task 6 and 7	**$34,853.59**
	$174,989.98

DERIVATION OF COST PROPOSAL: DESIGN SERVICES FOR MEDIAN

Avenue of the Fountains Design Services
Town of Fountain Hills

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates		Total
Project Engineer	19	$47.50		$902.50
Senior Project Landscape Architect	31	$51.83		$1,606.73
Project Landscape Architect	28	$41.38		$1,158.64
Landscape Designer	84	$27.65		$2,322.60
CADD/Designer	0	$32.10		$0.00
Clerical	1.25	$21.58		$26.98
Total Hours	163.25	Total Direct Labor		$6,017.45

Total Estimated Labor:	$6,017.45
Overhead @ 139.99% of Direct Labor	$8,423.82
Total Estimated Labor and Overhead:	$14,441.27

Estimated Direct Expenses	Estimated Expenses			Total
Printing, Reproduction, Reprographics, Supplies Etc.				$0.00

Total Direct Expenses	$0.00

Subconsultants: Design

Wright Engineering	$2,090.00
Artistic Arborist	$1,650.00

Total Estimated Outside Services:	$3,740.00
Total Estimated Cost J2 and Subconsultant	$18,181.27
Fixed Fee at 10%	$1,444.13
Fixed Capital Cost of Money (FCCM) @0.64%	$101.67
Total Estimated Cost:	$19,727.06

J2 Engineering and Environmental Design LLC

Jeff Engelmann, RLA
Principal

02·08·12
Date

Fee Schedule for Median Master Plan

2/8/2012

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer	Sr. Project Landscape Architect	Project Landscape Architect	Landscape Designer	Clerical Support	Total
100	**Inventory & Analysis**						
101	Gather and review Data/Information		1	1	3		5
102	Compile Background /Base Information	1	1	1	3		6
103	Assessment/Inventory	3	3	3	10		19
104	Site Analysis/Opportunities/Constraints	2	2	2	8		14
105	Site Visit/Field Reconnaissance Meeting	4	4		4		12
106	Kick-Off /Programming Meeting	3	3			1.25	7.25
200	**Master Plan Concept Development**						
201	Develop Project Program		3	3			6
202	Generate Concept Plan Alternatives	1	2	4	26		33
203	Final Master Plan	1	2	4	26		33
204	Cost Analysis	1	1	1	4		7
205	Town Staff Review Meeting	3	3	3			9
206	Public Meeting present Final Master Plan		3	3			6
207	Present Final Master Plan Town Council		3	3			6
	Grand Total Design:	19	31	28	84	1.25	163.25

DERIVATION OF COST PROPOSAL: DESIGN SERVICES FOR MEDIAN

Avenue of the Fountains Design Services
Town of Fountain Hills

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates		Total
Design Manager	0	$70.00		$0.00
Project Engineer	57	$47.50		$2,707.50
Engineer/Designer	51	$36.31		$1,851.81
Senior Project Landscape Architect	65	$51.83		$3,368.95
Project Landscape Architect	63	$41.38		$2,606.94
Landscape Designer	498	$27.65		$13,769.70
CADD/Designer	341	$32.10		$10,946.10
Clerical	0	$21.58		$0.00

Total Hours 1075 **Total Direct Labor** $35,251.00

Total Estimated Labor:	$35,251.00
Overhead @ 139.99% of Direct Labor	$49,347.87
Total Estimated Labor and Overhead:	**$84,598.87**

Estimated Direct Expenses	Estimated Expenses			Total
Printing, Reproduction, Reprographics, Supplies Etc.				$0.00

Total Direct Expenses $0.00

Subconsultants: Design

Wright Engineering	$7,681.00
Aztec Engineering	$4,624.00
RAMM Engineering	$2,450.00
Structural Engineering Allowance (Design and Post Design)	$12,000.00

Total Estimated Outside Services:	$26,755.00
Total Estimated Cost J2 and Subconsultant	$111,353.87
Fixed Fee at 10%	$8,459.89
Fixed Capital Cost of Money (FCCM) @0.64%	$595.58
Total Estimated Cost:	**$120,409.34**

J2 Engineering and Environmental Design LLC

Jeff Engelmann, RLA
Principal

02·08·12
Date

Fee Schedule for Median Construction Documents

2/8/2012

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer	Engineer/ Designer	Sr. Project Landscape Architect	Project Landscape Architect	Landscape Designer	CADD/ Designer	Clerical Support	Total
300	**Schematic Design (30%)**								
301	Verify Priorities, Program, Budget			2	4				6
302	30% Schematic Design Plans	10	20	10	20	220	155		435
303	Color and Materials Board(s)/Samples			1	2	6			9
304	Product Cut Sheet(s)			1	2	6			9
#REF!	Schematic Design (30%) Cost Estimate.	1		1	2	2	2		8
#REF!	Interim review meeting	3		3					6
#REF!	Schematic Design comment resolution Meeting	3		3					6
400	**Construction Documents (95% First-Final)**								
401	Plans and details	10	15	10	15	140	100		290
402	Final Drainage Memo	4	6				10		20
403	95% and First-final Cost Estimate.	1		1	2	2	2		8
404	95% and First-final Specifications.	6		10					16
405	Comment resolution Meeting	3		3					6
406	First-Final Plan Coordination Meeting	3		3					6
500	**Final Construction Documents (Bid Set)**								
501	Final Bid set plans and details	5	10	5	10	100	70		200
502	Final Quantities and Cost Estimate	1		1	2	2	2		8
503	Final Specifications	4		6					10
504	Public Information Board			2	4	20			26
505	Final Plan Coordination Meeting	3		3					6
									0
	Grand Total Design:	57	51	65	63	498	341	0	1075

DERIVATION OF COST PROPOSAL: POST DESIGN SERVICES FOR MEDIAN

Avenue of the Fountains Post Design
Town of Fountain Hills

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates		Total
Project Engineer	29	$47.50		$1,377.50
Senior Project Landscape Architect	42	$51.83		$2,176.86
Project Landscape Architect	69	$41.38		$2,855.22
CADD/Designer	62	$32.10		$1,669.20

Total Hours 320 **Total Direct Labor** $11,739.22

Total Estimated Labor:	$11,739.22
Overhead @ 139.99% of Direct Labor	$16,433.73
Total Estimated Labor and Overhead:	**$28,172.95**

Estimated Direct Expenses	Estimated Expenses			Total
Printing, Reproduction, Reprographics, Supplies Etc.				$0.00

Total Direct Expenses $0.00

Subconsultants: Design

Wright Engineering $3,665.00

Total Estimated Outside Services:	$3,665.00
Total Estimated Cost J2 and Subconsultant	$31,837.95
Fixed Fee at 10%	$2,817.30
Fixed Capital Cost of Money (FCCM) @0.64%	$198.34
Total Estimated Cost:	**$34,853.59**

J2 Engineering and Environmental Design LLC

Jeff Engelmann, RLA
Principal

02-08-12
Date

Fee Schedule for Post Design Median

.2/8/2012

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer	Engineer/ Designer	Sr. Project Landscape Architect	Project Landscape Architect	Landscape Designer	CADD/ Designer	Clerical Support	Total
600	**Bid Phase**								
601	Respond to question during bid process.	2	4	2	2	0			18
602	Prepare addends.	2		2	2	2	8		16
603	Pre-Bid Meeting	2		2					4
700	**Construction Observation**								
701	Pre-Construction Meeting	3		3	3				9
702	RFI, ASI, Shop drawing, submittal review	8	10	10	10	40	10		88
703	Weekly construction meetings/site visit (7 trips)	4		7	28	28			67
704	Special Fountain Observations (3 Trips)			4	8				12
705	Nursery Visit (1 Trip)					8			8
706	Miscellaneous On-Call (3 Trips)			4	8				12
707	Pre-Final Walkthrough (1 Trip)	4		4	4	4			16
708	Final Walkthrough (1 Trip)	4		4	4	4			16
709	As-built Drafting					20	34		54
									0
	Grand Total Design:	29	14	42	69	114	52	0	320

Artistic Arborist, Inc.

Tim A. Johnson – Registered Consulting Arborist # 360

Via Email Only

October 5, 2011

J2 Design
Attn: Dean Chambers
dchambers@j2design.us

Re: Median along Avenue of the Fountains
Town of Fountain Hills

Dear Mr. Chambers:

In response to your email regarding the above project, I offer the following based on the 30-35 trees you mentioned:

Level 1	Visual assessment and report	$1,650.00
Level 2	#1 plus basic mechanical & electrical assessment	+ 75.00 ea
Level 3	#2 plus advanced mechanical, electrical, and laboratory	+ 200.00 ea

Any additional trees will be per a unit cost of $40.00 for Level 1.

All trees will be Level 1 assessed. Trees with good structure yet appear to be stressed, can be moved to a Level 2 assessment. A Level 3 assessment would only be recommended for tree(s) considered exceptional and would be done at a separate time after discussion and authorization by the responsible party.

If you have any questions, please call me. We look forward to assisting you with your tree management needs.

Sincerely,

Tim A. Johnson
Registered Consulting Arborist #360

TAJ/km

Artistic Arborist, Inc. 4519 N. 7th Avenue, Phoenix, AZ 85013
(602) 263-8889 • (602)-265-1423 Fax • www.artistic-arborist.com

CONSULTATION • SERVICE • SUPPLIES

AZTEC
www.aztec.us

4561 E McDowell Road
Phoenix, AZ, 85008
(602) 454-0402
(602) 458-9359 fax

J2 ENGINEERING AND ENVIRONMENTAL DESIGN
Avenue of the Fountains
Montana Drive to Saguaro Boulevard

BASIS OF SURVEY ESTIMATE

AZTEC is submitting this proposal to provide project control, ground surveys and a topographic base map for a corridor approximately 1800-foot in length along Avenue of the Fountains from Montana Drive to Saguaro Boulevard. AZTEC's proposed fee will include the following:

1. Establish project control at approximate 1000-foot intervals through the project corridor, using the 2003 Town of Fountain Hills Benchmark Map as the basis of horizontal and vertical control. The control will include differential leveling to be of suitable accuracy for final design and construction.

2. Perform research on the Maricopa County Assessors website to obtain the recorded plats showing geometric centerline of Avenue of the Fountains. Survey the street monuments needed to tie the geometric centerline to this survey. Calculate the geometric centerline to provide stationing for the project.

3. Perform a a detailed ground survey of the existing median, which includes the median curb and gutter and all map worthy features inside the median such as curbs, sidewalks, concrete headers, walls, fountains, trees and visible utilities.

4. Prepare a base map in AutoCAD format showing the information obtained during the ground survey including the geometric centerline and project control.

The cost for the above describes tasks is $4624 based on the attached Derivation of Cost Proposal Summary. We appreciate the opportunity to submit this proposal and look forward to working with you on the project.

Sincerely,

Alan D Reece 12/21/11

Alan D. Reece, R.L.S.
Vice President

AZTEC ENGINEERING
J2 Engineering amd Environmental design
Avenue of the Fountains
October 31, 2011

Contract No.: _____
Project No.: _____
TRACS No.: _____
Task No.: _____

DERIVATION OF COST PROPOSAL
SUMMARY
(Round Figures to the nearest $1)

ESTIMATED DIRECT LABOR Classification	Estimated Hours	Average Hourly Rate	Labor Costs
Project Principal	0	$64.48	$0
Project Manager	5	$47.30	$237
Registered Land Surveyor	0	$38.07	$0
Engineer / Designer	0	$34.00	$0
Survey Crew - 3 Person	0	$70.00	$0
Survey Crew - 2 Person	20	$51.00	$1,020
Technican / CADD	12	$29.00	$348
Secretary / Clerical	0	$18.00	$0
Total Hours:	37		1,605

Total Estimated Labor:		$1,605	
Negotiated OVERHEAD @	161.92%	$2,599	
Sub-Total:			$4,204

OTHER DIRECT COSTS
(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage	0 miles @	$0.445	per mile =	$0
Subsistence	0 days @	$34.00	per day =	$0
Lodging	0 days @	$67.00	per day =	$0
Auto Rental	0 days @	$45.00	per day =	$0
Outside Printing			@ cost =	$0
Survey Supplies	Lath, Stakes, etc.		@ cost =	$0
GPS	days @	$500.00	per day =	$0
	Total Estimated Other Direct Costs:			$0

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
(Listed by Firm or Name at Estimated Cost to you - NO MARKUP)

Firm	Hours	Cost	Method of Compensation (Aztec = LS)
	0	$0	
Total Estimated Outside Services:			$0

Total Estimated Cost to Consultant:	$4,204
Fixed Fee (Direct Labor + Overhead x Multiplier) @ 10.0%	$420
TOTAL ESTIMATED COST:	$4,624

ADDITIONAL CONTRACT TIME 0 CALENDAR DAYS

Alan D. Reece
Associate Vice President

12/21/11
Date

AZTEC ENGINEERING
J2 Engineering amd Environmental design
Avenue of the Fountains
October 31, 2011

Contract No.: 0
Project No.: 0
TRACS No.: 0
Task No.: 0

ESTIMATED HOURS

	TASK DESCRIPTION	Project Principal	Project Manager	Registered Land Surveyor	Engineer / Designer	Survey Crew - 3 Person	Survey Crew - 2 Person	Technician / CADD	Secretary / Clerical	TOTAL
		$64.48	$47.30	$38.07	$34.00	$70.00	$51.00	$29.00	$18.00	
1	Information Collection		1							1
2	Establish Control and Survey Centerline Monuments		1				8	2		11
3	Topographic Survey		1				12	2		15
4	Base Map & Report		2					8		10
5										-
6										-
7										-
	TOTAL	-	5	-	-	-	20	12	-	37

R·A·M·M

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

J2 Design
4649 E. Cotton Gin Loop, Suite B2,
Phoenix, Arizona 85040

October 5, 2011

Attention: Dean Chambers, RLA, ASLA, email; (dchambers@j2design.us)

Re: Proposal for Geotechnical Engineering Services
Fountains Project
Avenue of the Fountains
Fountain Hills, Arizona

RAMM Proposal No. PG12422
Revised 12-21-11

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

2105 South Hardy Drive, Suite 13, Tempe, AZ 85282-1924 • Telephone (480) 921-8100 • Facsimile (480) 921-4081

RICKER, ATKINSON, MCBEE & ASSOCIATES, INC.
ATTACHMENT "A" Proposal for Geotechnical Engineering Services
For: J2 Design
RAMM Proposal No. PG12422

PROJECT: Fountains Project
Avenue of the Fountains
Fountain Hills, Arizona

DESCRIPTION:

The proposed improvements may include fountains, walls, a restroom building, seating landscape and hardscape in the median and possible widening of the road. The project is 1,800 feet long and will be mainly in the existing median area.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Two test borings 10 feet in depth are proposed in the median area, two agronomy samples would be obtained. The site will be Blue Staked, traffic control provided and a permit obtained ~~from the Town~~ of Fountain Hills.

2. Laboratory analyses of representative samples will include:

   Moisture Content and Dry Density
   Compression
   Swell
   Minus No. 200 Sieve and Plasticity Index
   Agronomy Test

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 foundation support (including footing depth, bearing capacity, and estimated settlement), lateral earth pressures, site grading and preparation procedures, thickness of pavements and results of the Agronomy Tests/Recommendations.

RICKER, ATKINSON, MCBEE & ASSOCIATES, INC.
ATTACHMENT "A" Proposal for Geotechnical Engineering Services
For: J2 Design
RAMM Proposal No. PG12422

PROJECT: Fountains Project
Avenue of the Fountains
Fountain Hills, Arizona

COMPLETION TIME:

Final report approximately 2 to 3 weeks after authorized to proceed.

FEE: $ 2,450.00

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: _____

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING & LIGHTING DESIGN

#5673

December 22, 2011

J2 Design
4649 E. Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

Re: **Avenue of the Fountains Median Electrical**

Attn: Dean Chambers, RLA

Dear Dean,

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 Town of Fountain Hills requirements:

Scope of Electrical Engineering Services in the Median:

1. Coordinate design with owner, and/or landscape architect as required.
2. Prepare electrical construction documents according to the J2 scope outline:
   Task 100 Site Inventory and Analysis
   Task 200- Master Plan Concept Development
   Task 300 Schematic Design Documents (30%)
   Task 500 First Final Construction Documents (100% permit review)
   Task 600 Final Construction Documents Bid Package (100% for bidding)
   Task 700 Bidding Services
   Task 800 Construction Services
3. Prepare load calculations and single line diagrams.
4. Prepare necessary elevation view details of the electrical equipment for fountain power and electrical outlets to help determine layout and size.
5. Prepare system fault current and voltage drop calculations as required.
6. Prepare a conduit and wire table showing all power conduits and wire for equipment.
7. Prepare an engineers estimate of probable electrical construction costs.
8. Perform in-house QAQC review and modifications.
9. The above plans will be provided to J2 Design for submittal review and comment from the Town of Fountain Hills. Submittals will include one print of electrical drawings and specifications and a soft copy in electronic format.

165 EAST CHILTON • CHANDLER, ARIZONA 85225 OFFICE: 480-497-5829 FAX: 480-497-5807
www.wrightengr.com

10. Review comments, whether internal or municipality, will be responded to and addressed.

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 landscape architect for submittal to the local government agencies for approval and permits.

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:
Electrical Engineering Services Median Tasks 100 & 200:
$2,090.00 (Two Thousand Ninety Dollars Lump Sum)
Electrical Engineering Services Median Tasks 300 - 600:
$7,681.00 (Seven Thousand Six Hundred Eighty-One Dollars Lump Sum)
Construction Services Median:
$3,665.00 (Three Thousand Six Hundred Sixty-Five Dollars Lump Sum)

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	$130.00/hour
Senior Engineer	$115.00/hour
Engineer	$105.00/hour
Designer	$85.00/hour
Draftsman	$75.00/hour
Secretary	$45.00/hour

Printing Charges

The following printing and deliveries are included in this scope of services:
6 sets of blacklines
4 standard deliveries

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. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

R. Scott Wright

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

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this_____day of_____2011

_____
(Company Name)

_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Appendix 'A'
Schedule of Electrical Engineering Services Fee

Town of Fountain Hills
Avenue of the Fountains
Electrical Engineering Services
Wright Engineering
December 22, 2011

TASK	DESCRIPTION	Principal	EE	Designer	Administrative	TOTAL HOURS
	Preliminary Electrical Engineering Services Median					
100	Site Inventory and Analysis	5.00	5.00	0.00	0.00	10.00
200	Master Plan Concept Development	0.00	8.00	1.00	0.00	9.00
	ESTIMATED HOURS	5.00	13.00	1.00	0.00	
	Direct Hourly Rate	$130.00	$105.00	$75.00	$45.00	
	LABOR COST	$650.01	$1,365.00	$75.00	$0.00	
	TOTAL ESTIMATED HOURS				19.00	19
	TOTAL ESTIMATED LABOR COST				$2,090	$2,090
					Printing & Delivery	
					TOTAL DIRECT LABOR	$2,090
					TOTAL PROJECT COST	$2,090

TASK	DESCRIPTION	Principal	EE	Designer	Administrative	TOTAL HOURS
	Electrical Engineering Services Median					
300	Schematic Design Documents (30%)	1.00	8.00	6.00	0.50	15.50
500	First Fianl Construction Documetns (100% Permit Review)	1.50	40.00	8.00	0.50	50.00
600	Fianl Construction Documents Bid Package (100% for Bidding)	1.00	6.00	2.00	0.50	9.50
	ESTIMATED HOURS	3.50	54.00	16.00	1.50	
	Hourly Rate	$53.72	$43.39	$30.99	$18.60	
	Overhead @ 120%	$64.46	$52.07	$37.19	$22.31	
	Profit @ 10%	$11.82	$9.55	$6.82	$4.09	
	Direct Hourly Rate	$130.00	$105.00	$75.00	$45.00	
	LABOR COST	$455.01	$5,670.00	$1,200.00	$67.50	
	TOTAL ESTIMATED HOURS				75.00	75
	TOTAL ESTIMATED LABOR COST				$7,393	$7,393
					Printing & Delivery	$288.00
					TOTAL DIRECT LABOR	$7,393
					TOTAL PROJECT COST	$7,681

TASK	DESCRIPTION	Principal	EE	Designer	Administrative	TOTAL HOURS
	Construction Services Median					
700	Bidding Serivces	0.00	6.00	0.00	0.00	6.00
800	Construction Services	2.00	26.00	0.00	1.00	29.00
	ESTIMATED HOURS	2.00	32.00	0.00	1.00	
	Direct Hourly Rate	$130.00	$105.00	$75.00	$45.00	
	LABOR COST	$260.00	$3,360.00	$0.00	$45.00	
	TOTAL ESTIMATED HOURS				35.00	35
	TOTAL ESTIMATED LABOR COST				$3,665	$3,665
					Printing & Delivery	
					TOTAL DIRECT LABOR	$3,665
					TOTAL PROJECT COST	$3,665

J2ENG-1 OP ID: WD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/12

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
480-483-0440
480-948-7752

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Co.	25623
INSURER B: Charter Oak Fire Insurance Co	25615
INSURER C: Travelers Indemnity Co.	25658
INSURER D:	
INSURER E: RLI Insurance Company	13056
INSURER F:	

INSURED
J2 Engineering & Environmental
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Bkt AI & WOS X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	6801838L769	05/23/11	05/23/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Bkt AI X Bkt WOS	X		BA4444L307	05/27/11	05/27/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Architect/Engineer Professional Liab		X	RDP0005291 RETRO 9/1/02	10/23/11	10/23/12	Per Claim Ann Agg	2,000,000 2,000,000

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

RE: Avenue Median Contract J2# P11.168

Certificate holder is additional insured as indicated. Coverage afforded is primary and noncontributory basis; 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

Jeffrey D Gerick

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CERTIFICATE OF LIABILITY INSURANCE

GHU R045

DATE (MM/DD/YYYY) 02-29-2012

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
PAYCHEX INSURANCE AGENCY INC
210705 P:()- F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): (888)443-6112
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
J2 ENGINEERING & ENVIRONMENTAL DESIGN LLC
4649 E COTTON GIN LOOP # B2
PHOENIX AZ 85040

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Acci and Indemnity Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG DQ0392	02/20/2012	05/27/2012	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Town of Fountain Hills
16705 E AVENUE OF THE FOUNTAINS
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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PAYCHEX INSURANCE AGENCY INC
PO BOX 33015
SAN ANTONIO TX, 78265

Town of Fountain Hills
16705 E AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268