

**PROFESSIONAL SERVICES AGREEMENT WITH J2 ENGINEERING AND
ENVIRONMENTAL DESIGN FOR OFF-LEASH DOG PARK**

This Agreement is made as of the ____ day of _____ 2019 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and J2 ENGINEERING AND ENVIRONMENTAL DESIGN, an Arizona limited liability company/corporation, ("Consultant"), both of which may be hereinafter referred to collectively as the "Parties", for the project entitled County Basin Dog Park.

RECITALS

A. City desires to retain a consultant to assist in a comprehensive design and preparation of plans and specifications for construction of an off-leash dog park and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The open market procedures set forth in the Apache Junction City Code have been satisfied.

C. The Parties have set forth below contemplated services Consultant will provide City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT'S DUTIES:** Consultant agrees to perform the professional services detailed in Exhibit A.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for professional services in an amount not to exceed \$57,383.00, in accordance with the price sheet set forth in Exhibit B.

3. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL:** This Agreement shall be effective from _____, 2019 through _____ 2020, unless otherwise terminated as set forth herein. Following the initial term, the Parties may not renew or extend this Agreement.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

7. **NOTICES:** All notices to the a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction
Liz Langenbach, Parks & Recreation Director
300 East Superstition Boulevard
Apache Junction, AZ 85119

If to Consultant: J2 Engineering and Environmental Design
Dean Chambers, Senior Landscape Architect
4649 E. Cotton Gin Loop Siute B2
Phoenix, Az. 85040

8. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers,

officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

REQUIRED COVERAGE

Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for whom workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Consultant.

Professional Liability

Consultant retained by City to provide the work or service required by this Agreement will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 30 days (1) months' written notice. If this Agreement is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City

agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. **INDEMNIFICATION:** Consultant shall indemnify and hold City, its officers and employees harmless from loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, to the extent they arise out of, the negligent performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to negligent acts or omissions or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement.

13. **TAXES:** Consultant shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS & FEES:** Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the obligations. Consultant represents and warrants that any license necessary to perform the services under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Consultant agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Consultant through the City of Apache Junction City Clerk's Office. Further, Consultant agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

15. **RECORDS:** Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this

Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

17. INDEPENDENT CONTRACTOR: City and Consultant agree and understand that the relationship between both Parties is that of an independent contractor.

18. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. **SUCCESSORS & ASSIGNS:** City and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall Consultant assign any monies due or to become due to or to become due to it without the previous written consent of City.

22. **SEVERABILITY:** City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

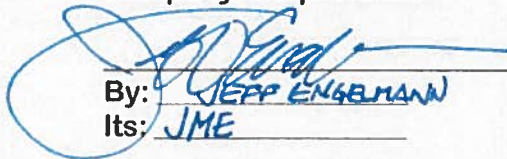
25. PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Consultant to monetary damages, including but not limited to, consequential and liquidated damages.

26. CONFLICTS OF INTEREST: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

CONSULTANT:

J2 ENGINEERING AND ENVIRONMENTAL
DESIGN, an Arizona limited liability
company/ corporation


By: JEFF ENGEMANN
Its: JME

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Jeff Serdy
Its: Mayor

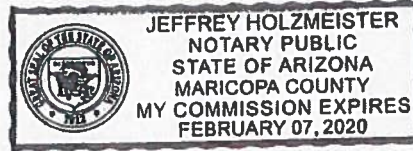
ATTEST:

Jennifer Pena, Deputy City Clerk

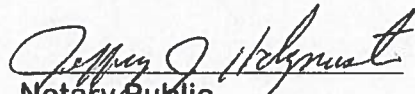
APPROVED AS TO FORM:

 9.18.19
R. Joel Stern, City Attorney

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)



The foregoing was subscribed and sworn to before me this 16th
day of September, 2019, by Jeff Engelmenn as Vice-President of
J2 Engineering and Environmental Design, an Arizona limited liability company].


Notary Public

My Commission Expires:

2/7/2020

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____
day of _____, 2019, by Jeff Serdy, as Mayor of the City of Apache
Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

City of Apache Junction
County Basin Dog Park Design Services



engineering and
environmental design

September 3, 2019

Mr. Nicholas Blake
Parks Superintendent
City of Apache Junction
Parks Department
300 E. Superstition Boulevard
Apache Junction, Arizona 85219

Reference: Proposal — County Basin Dog Park — Design Services
City of Apache Junction, Arizona

Dear Nick,

J2 Engineering and Environmental Design, LLC (J2 Design) is pleased to present the attached Scope and Fee Estimate for the County Basin Dog Park project. We have developed our fees based on our meeting with you and Liz Langenbach on June 28th and August 29th, discussions with you, our site visits and our understanding explained below.

Project Understanding

The City of Apache Junction has a unique opportunity to improve a county drainage basin located in the northwest corner of the Roy W. Hudson Pima County Governmental Complex. The area of the County Basin is approximately 3.5 acres in total size. The county basin dog park is bordered by Idaho Road on the west, Superstition Boulevard on the north, county parking lot to the east, and county complex entrance drive to the south. J2 will develop final construction documents utilizing base data and master plan concept drawings from the County Basin Dog Park master planning phase.

Our estimated fee for this project is as follows (see attached fee sheets for break down).

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Dean A. Chambers'.

Dean A. Chambers, PLA, ASLA
Sr. Landscape Architect and Project Manager
J2 Engineering & Environmental Design

4649 E. Cotton Gin Loop Suite B2
Phoenix, Arizona 85040
phone 602-438-2221
fax 602-438-2225



Scope of Design Services

County Basin Dog Park Design Services

J2 proposes the following tasks to assist the City to prepare construction documents for Apache Junction's County Basin Dog Park Project.

General Scope Summary Items:

1. County Basin Dog Park project includes improvements to:
 - Dog Turf Area 1 (1.59 acres)
 - Dog Turf Area 2 (1.01 acres)
 - Plaza Area and ADA concrete sidewalks
 - Entry Nodes into Dog Park Areas
 - Fencing
 - Site amenities
 - Water connection for irrigation and drinking fountain
 - Solar Powered Lighting
 - Plant material
 - Irrigation
 - Signage (anticipate park rules, one park ID)
 - Decompose granite
2. Estimation is that this design schedule will be approximately four (4) months in duration.
3. This project will not include any emergency call boxes
4. Submittals will be 60%, 95%, and Final with comment resolution meetings following each submittal.
5. Past design efforts are not included with this design package and are provided in another scope.
6. Construction budget for this project is estimated by the City to be \$800,000.
7. City of Apache Junction (COAJ) responsibilities:
 - Environmental Clearance – By City
 - Right of Way clearance – By City
 - Utility Clearance – By City
 - Maintenance Agreement – By City
 - Property Acquisition – By City
 - Legal descriptions – By City
 - Survey – By City
 - Geotech – By City



Task 100 Data Collection

Purpose: J2 will establish design and review schedule and project goals and objectives with the City of Apache Junction (COAJ). A site visit will be conducted by J2 and the COAJ to review the existing conditions and limits of work.

Method:

1. Existing Data / Information
Gather and review Existing Data/Information for project context, including reports and studies.
 - Items Gathered by J2 Design:
 - Assessor Maps
 - COAJ Zoning
 - Items Gathered and Printed/Digital File provided to J2 by COAJ:
 - Drainage Studies
 - Existing Improvement Plans
 - Environmental Studies
 - Environmental Studies/Reports
2. Site Background and Base Information
Compile and prepare project Site Background and Base Information for site survey.
3. Assessment / Inventory Existing Site Conditions
Assessment/Inventory existing site conditions, including:
 - Topography
 - Slope
 - Pavement Marking
 - Signing
 - Lighting
 - Existing Irrigation Systems
 - Drainage / Run Off Patterns
 - Existing Utilities and Easements
 - Geotechnical Investigation

Product:

- Project Schedule
- Project Base Map

Meetings:

- Kick-Off Meeting with J2 and COAJ



Task 200 Site Plan Validation and Approval

Purpose: To initiate the site plan validation task, verify site plan and validate with City staff.

Method:

- 1) Refine City Approved Master Plan per discussions with City staff.
- 2) J2 Design Team will take the data and information gathered in Task 1.0 to begin the site plan validation effort and utilize the approved site plan to develop plans and details to a 60% level of completion.

Products:

- 1) Site plan for approval

Printing: J2 will provide one (1) full-size (36x48) set and one (1) half-size (11x17) set of plans in an electronic PDF format to the COAJ. The COAJ is responsible for all reproduction and distribution of plans for review.

Task 300 Design Development 60% Submittal

Purpose: To refine the physical form of the project from the final program and establish the 60% construction documents that describe preferred construction methods and materials. Further develop and coordinate utilities. Refine opinion of probable construction cost and test against budget. Coordinate design disciplines and project elements.

Method:

- 1) Refine City Approved Master Plan per COAJ's comments
- 2) Develop plans and details to a 60% level of completion. J2 anticipates the following plan sheets to cover the project improvements:
 1. Cover Sheet
 2. Index Sheet
 3. General Notes
 4. Summary Sheet
 5. Paving/Grading Plans (Drainage Calculations will be on these plans, no separate drainage report will be provided due to size of project)
 6. Horizontal Control Plans
 7. Water Plan
 8. Civil Detail Sheets
 9. Hardscape Plans
 10. Hardscape Details
 11. Planting Plans
 12. Planting Details
 13. Irrigation Plans
 14. Irrigation Details
 15. Solar Area Lights (*plans by others*)
- 3) Prepare 60% opinion of probable construction cost. Provide a comparative analysis of project budget vs. opinion of probable construction cost. Resolve discrepancies and determine with the COAJ direction for improvements desired within project budget
- 4) Develop outline specifications

Products:

- 1) Design Development 60% Plans for project area



- 2) Outline specifications. Specifications will be prepared in MAG Format.
- 3) 60% Opinion of Probable Construction Cost (OPC).

Printing: J2 will provide one (1) full-size (24x36) set and one (1) half-size (11x17) set of plans in an electronic PDF format to the COAJ. J2 will provide one (1) set of Specifications in an electronic PDF format to the COAJ. J2 will provide one (1) set of OPC in an electronic PDF format to the COAJ. The COAJ is responsible for all reproduction and distribution of plans for review.

Meetings:

- 1) 60% Comment Resolution Meeting for a total of one (1) meeting.

Task 400 Construction Documents (95% First-Final)

Purpose: To provide First-final construction documents. This set is for COAJ engineering and development review. This set can be submitted for permitting.

Method:

- 1) Revise 60% design development plans per COAJ's comments
- 2) Prepare First-Final 95% opinion of probable construction cost
- 3) Develop First-Final 95% specifications

Products:

- 1) First-Final 95% Plans for project area. J2 anticipates the following plan sheets to cover the project improvements:
 1. Cover Sheet
 2. Index Sheet
 3. General Notes
 4. Summary Sheet
 5. Paving/Grading Plans (Drainage Calculations will be on these plans, no separate drainage report will be provided due to size of project)
 6. Horizontal Control Plans
 7. Water Plan
 8. Civil Detail Sheets
 9. Hardscape Plans
 10. Hardscape Details
 11. Planting Plans
 12. Planting Details
 13. Irrigation Plans
 14. Irrigation Details
 15. Solar Area Lighting (plans by others)
- 2) First-Final 95% Specifications.
- 3) First-Final 95% Opinion of Probable Construction Cost (OPC).



Printing: J2 will provide one (1) full-size (24x36) set and one (1) half-size (11x17) set of plans in an electronic PDF format to the COAJ. J2 will provide one (1) set of Specifications in an electronic PDF format to the COAJ. J2 will provide one (1) set of OPC in an electronic PDF format to the COAJ. The COAJ is responsible for all reproduction and distribution of plans for review.

Meetings:

- 1) 95% Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be held at the City of Apache Junction Engineering Department. This meeting is anticipated to be three (3) hours in duration inclusive of travel time to and from the meeting. J2 will have three (3) representatives at this meeting.

Task 500 Construction Documents (Final 100%)

Purpose: To provide final construction documents sealed by an Arizona registered professional suitable for public works bidding.

Method:

- 1) Revise 95% First-Final Construction Document plans per COAJ's comments
- 2) Prepare Final 100% opinion of probable construction cost
- 3) Develop 100% specifications

Products:

- 1) Final 100% Plans for project area. J2 anticipates the following plan sheets to cover the project improvements:
 1. Cover Sheet
 2. Index Sheet
 3. General Notes
 4. Summary Sheet
 5. Paving/Grading Plans (Drainage Calculations will be on these plans, no separate drainage report will be provided due to size of project)
 6. Horizontal Control Plans
 7. Water Plans
 8. Civil Detail Sheets
 9. Hardscape Plans
 10. Hardscape Details
 11. Planting Plans
 12. Planting Details
 13. Irrigation Plans
 14. Irrigation Details
 15. Solar Area Lights (plans by others)
- 2) Final 100% Specifications.
- 3) Final 100% Opinion of Probable Construction Cost (OPC).

Printing: J2 will provide one (1) full-size (24x36) set, (1) half-size (11x17) set of plans in an electronic PDF format to the COAJ. J2 will provide one (1) set of Specifications in an electronic PDF format to the COAJ. J2 will provide one (1) set of OPC in an electronic PDF format to the COAJ. The COAJ is responsible for all reproduction and distribution of plans for review.



Meetings:

- 1) 100% Comment Resolution Meeting for a total of one (1) meeting.

Design Assumptions and Exclusions:

1. New survey will be provided.
2. No new Geotech will be provided. J2 will utilize the existing adjacent roadway Geotech report provided by COAJ.
3. The Ramada design will be a concept by J2 provided to Classic Recreation for design engineering (no cost) and will be a deferred structural submittal by the manufacturer.
4. COAJ shall provide all necessary Title Reports Legal Descriptions and Easements to the Design Team to establish any boundary survey and existing easements on the property.
5. The Design Team has not included any re-platting or rezoning efforts in this scope of services.
6. The Design Team is not providing or producing any environmental or biological investigations or clearances.
7. Reproduction of all construction sets for this phase shall be paid by the COAJ and have not been included in this scope or attached fee proposal.
8. No permitting fees as part of this scope of services any other permitting fees for this project have not been included.
9. J2's scope of services does not include the design of any construction sequencing, or traffic control plans. Traffic Control plans shall be the responsibility of the Contractor to get approved by the COAJ.
10. This Design does not include the design of any below grade or submerged irrigation storage system.
11. The COAJ shall supply standard COAJ details, and associated specifications, in an electronic format for all standard equipment as the City has available or desires to use.

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Approval

Nicholas Blake
Approved:

9/10/19
Date:

EXHIBIT "B"

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

County Basin Dog Park

City of Apache Junction

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Engineer	107	\$119.29	\$12,764.03
Registered Landscape Architect Senior	49	\$158.79	\$7,780.71
Registered Landscape Architect	107	\$108.07	\$11,563.49
Designer	152	\$78.57	\$11,942.64
Designer - Sr	124	\$107.52	\$13,332.48
Total Hours	539	Total Labor	\$57,383.35

Total Estimated Labor: \$57,383.35

Total (Labor, Overhead, Profit): \$57,383.35

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

Total Direct Expenses \$0.00

Subconsultants: Design

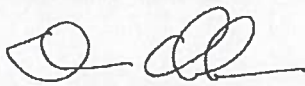
NA \$0.00

Total Estimated Outside Services: \$0.00

Total Estimated Cost J2 and Subconsultant \$57,383.35

Total Cost: \$57,383.00

J2 Engineering and Environmental Design LLC



Dean A. Chambers, PLA, ASLA
Sr. Landscape Architect

9/3/2019

Date

Fee Schedule

9/6/2019

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Engineer	Registered Landscape Architect Senior	Registered Landscape Architect	Designer	Designer - Sr	Total
	Weighted Rate	\$ 119.29	\$ 158.79	\$ 108.07	\$ 78.57	\$ 107.52	
100	Data Collection	\$ 357.87	\$ 476.37	\$ 756.49	\$ -	\$ -	
	Gather Data, Assessment Meetings			4			4
	Kick-off Meeting/Site Visit	3	3	3			9
	Total Hours Task 100	3	3	7	0	0	13
							Total Task 100 \$ 1,590.73
200	Site Plan Validation and Approval	\$ 1,312.19	\$ 1,111.53	\$ 1,404.91	\$ 2,357.10	\$ 1,290.24	
	Site Plan Validation and Approval Meetings	8	4	10	30	12	64
	Site Plan Validation Meeting	3	3	3			9
	Total Hours Task 200	11	7	13	30	12	73
							Total Task 200 \$ 7,475.97
300	Design Development 60% Submittal	\$ 5,129.47	\$ 2,381.85	\$ 4,647.01	\$ 3,928.50	\$ 6,451.20	
	Design Development Plans Meetings	40	12	40	50	60	202
	60% Comment Resolution	3	3	3			9
	Total Hours Task 300	43	15	43	50	60	211
							Total Task 300 \$ 22,538.03
400	Construction Documents (95% First-Final)	\$ 4,652.31	\$ 3,017.01	\$ 3,566.31	\$ 4,714.20	\$ 4,300.80	
	Construction Documents (95% First-Final) Meetings	36	16	30	60	40	182
	95% Comment Resolution	3	3	3			9
	Total Hours Task 400	39	19	33	60	40	191
							Total Task 400 \$ 20,250.63
500	Construction Documents (100% Final)	\$ 1,312.19	\$ 793.95	\$ 1,188.77	\$ 942.84	\$ 1,290.24	
	Construction Documents (100% Final) Meetings	8	2	8	12	12	42
	100% Comment Resolution	3	3	3			9
	Total Hours Task 500	11	5	11	12	12	51
							Total Task 500 \$ 5,527.99
Total Hours and Fee		107	49	107	152	124	539
							\$ 57,383.35