



PROFESSIONAL SERVICES AGREEMENT

Design Services

TURF TO XERISCAPE PROGRAM

Project No. ST2405.201

Council Date: February 22, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **J2 Engineering & Environmental Design, LLC**, an Arizona Limited Liability Company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **TURF TO XERISCAPE PROGRAM** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **500** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$440,889** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov																							
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Vivianna.barrientes@chandleraz.gov																							
To Consultant:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td> <td>J2 Engineering & Environmental Design, LLC</td> </tr> <tr> <td>Mailing Address:</td> <td>4649 E. Cotton Gin Loop, Suite B2, Phoenix, AZ 85040</td> </tr> <tr> <td>Physical Address:</td> <td>same</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>James P. O'Sullivan</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>2525 E. Camelback Road, 7th Floor, Phoenix, AZ 85016</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>same</td> </tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td>Jeffrey Velasquez</td> </tr> <tr> <td>Title:</td> <td>Vice President, Principal Landscape Architect</td> </tr> <tr> <td>Phone:</td> <td>602-438-2221</td> </tr> <tr> <td>Email:</td> <td>jvelasquez@j2design.us</td> </tr> </table>		LEGAL COMPANY NAME:	J2 Engineering & Environmental Design, LLC	Mailing Address:	4649 E. Cotton Gin Loop, Suite B2, Phoenix, AZ 85040	Physical Address:	same	Statutory Agent Name:	James P. O'Sullivan	Statutory Agent Mailing Address:	2525 E. Camelback Road, 7th Floor, Phoenix, AZ 85016	Statutory Agent Physical Address:	same	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Jeffrey Velasquez	Title:	Vice President, Principal Landscape Architect	Phone:	602-438-2221	Email:	jvelasquez@j2design.us
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5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Agreement or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E – Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JNB

ATTEST:

City Clerk

Seal

"CONSULTANT"

**J2 Engineering & Environmental Design,
L.L.C.**

Signature

Date

1-31-24

Jeffrey Velasquez

Print Name

Vice President, Principal Landscape Architect

Title

jvelasquez@j2design.us

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT A SCOPE OF WORK

Project Description: The City of Chandler Turf to Xeriscape project consists of converting turf grass to xeriscape landscape in (14) fourteen city maintained sites within the City of Chandler. The planned areas to be converted to low water desert landscape are all located north of the SR202 freeway and entail a total site area on approximately 58.40 acres. The project intent is to review and inventory each site to determine the existing conditions and how the new low water use landscape will blend with the surrounding communities. Preliminary concepts will be developed for each site for use in a public and stakeholder engagement process, as well as City staff input. For some sites, a simple removal of turf and new landscape installation may occur.

Task 100 – Preliminary Site Design Concepts & Public Outreach

J2 Team shall visit each site to photo document the existing conditions, review existing drainage infrastructure, evaluate the health of the existing trees & shrubs & review the existing irrigation system including the water meter, backflow preventer & irrigation controller. A Blue Stake ticket will be submitted to each site to identify any utility conflicts.

For each of the (14) sites, J2 shall develop a preliminary design concept for the site. Photo imagery boards of each site and the preliminary black & white design concepts shall be developed based on J2's initial assessment of the site and how to maintain the overall aesthetics of the site without turf grass. A working session between J2 & city staff will occur for the city to review and provide input on the proposed design for each site.

The refined preliminary site design concepts and photo imagery boards will be then be developed as fully-rendered 11x17 pdf plan view exhibits for public, stakeholder and city input. J2 along with MakPro will contact the stakeholders as proved by the city and set up a series of virtual public meetings to gather stakeholder input on the sites where turf will be removed.

Once additional stakeholder input is gathered, the comments will be incorporated into the construction documents. For each site, a preliminary opinion of probable cost (OPC) will be developed as well as a phasing plan to determine which sites move forward into construction documents.

Task 100 Deliverables shall include the following:

- Fourteen (14) black & white preliminary design concepts.
- Seven (7) project graphic imagery boards will be produced to accompany the preliminary site design concept plan boards. These deliverables will depict the existing conditions, various site program elements, and low water use plant materials proposed for the site.
- Fourteen (14) final design concept plans. Plan will be provided in 11x17 pdf.
- Fourteen (14) assessment memos for existing trees at each site.
- (1) drainage memo that will cover all fourteen (14) sites.
- Conceptual Opinion of Probable Construction Cost. The J2 Team will provide one (OPC) for each site in an electronic PDF and Excel format to the City. The City is responsible for reproduction and distribution of the OPC for review.
- One (1) phasing plan.

Task 100 Meetings shall include the following:

- Kickoff Meeting at City of Chandler for a total of one (1) meeting. The meeting is expected to be two (2) hours in duration inclusive of travel time to and from the meeting and site. Three (3) J2 staff will attend the meeting and site walk.
- Fourteen (14) bi-weekly virtual design meetings
- A site visit to each site by J2 to photo document and evaluate existing conditions.
- A working sessions at either City offices or at the J2 office to review the preliminary design concepts for each site. It is anticipated that three (3) J2 staff will attend.
- Two (2) in-person and one (1) virtual public outreach meetings. It is anticipated that these meetings will be set up and run by J2 & MakPro. We anticipate (2) two J2 staff attending each meeting.

Task 200 – Final Design & Construction Documents

After receiving comments from the project stakeholder on the Final Design Concept Plans, the J2 Team shall develop the 60%, 90% & 100% Construction Documents and Specifications for the Project. After each stage submittal, a comment resolution meeting will occur between J2 and the City to discuss the comments and agree on a resolution for the comment.

The plan set is anticipated to have overall key map, total project quantities, general notes and detail sheets. However, each site will have its own legend/ quantities sheet, a plant inventory/ demolition sheet, planting plans sheets and irrigation plans sheets. The entire plan set is anticipated to be 97 plan sheets.

At the 100% submittal stage, the J2 Team shall then submit electronic and bond copies of sealed and signed final construction documents along with final specifications and OPC to the City for final approval. The final sealed plans shall also be submitted to the City of Chandler Development Services for permit review and approval. These plans shall be used for construction and a Bid Tab form shall be submitted by the J2 Team.

Task 200 Meetings shall include the following:

- 60% Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.
- 90% Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.
- 100% Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.
- Development Services Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.

Design Assumptions & Exclusions:

1. The J2 Team has provided no environmental, cultural, or biological investigations in this scope of work, has no knowledge of any adverse environmental, cultural, or biological conditions on the site/project, and is not responsible for nor has any liability for any such environmental, cultural, or biological conditions should one be found. It is the responsibility of the City to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.
2. The City shall make available to the Design Team existing available data and records relevant to the site that the City has available including as-builts and GIS data.
3. If available, any Legal descriptions, Boundary Survey, and ALTA shall be provided to the J2 Team by the City.
4. The J2 Team has not included any water, sanitary sewer, or other utility work in this scope other than landscape irrigation design upgrades.
5. The J2 Team has not included any Permit fees.
6. Utility potholing is not included in this scope of services.
7. Storm Water Pollution and Prevention Plans have not been included in this scope of services.
8. Post Design/Construction Phase services have not been included in this scope of services and may be part of a separate, future contract if desired by City of Chandler.
9. Electrical Engineering plans are not included in this scope. Any impacts to these shall be noted on the hardscape plans.
10. Sketch up models or photo simulations are not included in this scope.

Turf to Xeriscape - Project Schedule

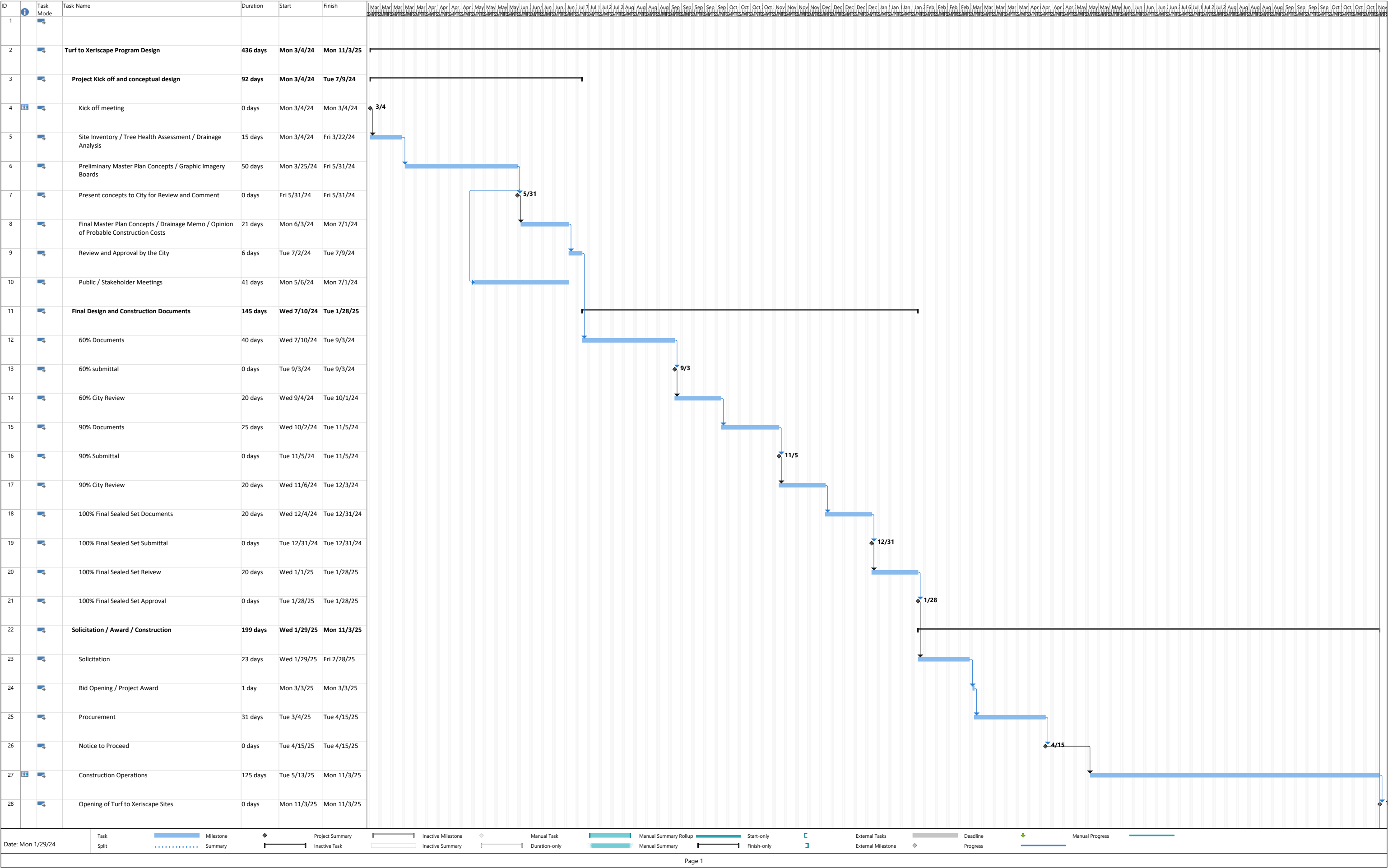
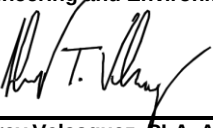


EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 100 Preliminary Site Design Concepts & Public Outreach (30%)		\$ 75,429.89
101	Bluestake Utility Conflict Research	\$ 3,021.88
102	Preliminary Site Design Concepts- 14 Sites	\$ 16,508.40
103	Project Graphic Imagery Boards for Plant Materials / Amenities (7 sheets)	\$ 3,641.74
104	Final Site Design Concepts w/ Rendering (14 sites)	\$ 10,905.84
105	Tree Health Assessment Memo (14 sites)	\$ 6,227.94
106	Drainage Analysis (14 sites)	\$ 10,168.40
107	Drainage Memo (1 memo including all 14 sites)	\$ 2,859.18
108	Conceptual Opinion of Probable Construction Costs (14 sites)	\$ 3,646.52
109	Phasing Plan	\$ 1,057.46
110	Kickoff Meeting at City of Chandler (1)	\$ 1,062.44
111	Site Inventory by J2 Staff (14 sites)	\$ 6,680.32
112	Bi-Weekly Virtual Meetings (14 Total)	\$ 5,228.16
113	Public Outreach Meetings (10 meetings)	\$ 6,372.00
114	City-Team Working Sessions at City or at J2 (1)	\$ 1,235.61
Task 200 Final Design & Construction Documents		\$ 240,709.42
201	Cover Sheet (1)	\$ 1,159.34
202	General Notes / Sheet Index (1)	\$ 1,910.92
203	Demolition General Notes Sheet (1)	\$ 1,921.26
204	Landscape General Notes Sheet (1)	\$ 1,714.46
205	Irrigation General Notes Sheet (1)	\$ 1,714.46
206	Site 1 (4 sheets)	\$ 9,156.10
207	Site 2 (4 sheets)	\$ 9,156.10
208	Site 3 (6 sheets)	\$ 13,691.20
209	Site 4 (4 sheets)	\$ 9,156.10
210	Site 5 (8 sheets)	\$ 18,435.00
211	Site 6 (10 sheets)	\$ 23,228.80
212	Site 7 (6 sheets)	\$ 13,691.20
213	Site 8 (2 sheets)	\$ 4,621.00
214	Site 9 (10 sheets)	\$ 23,228.80
215	Site 10 (6 sheets)	\$ 13,691.20
216	Site 11 (8 sheets)	\$ 18,435.00
217	Site 12 (12 sheets)	\$ 28,145.56
218	Site 13 (4 sheets)	\$ 9,156.10
219	Site 14 (2 sheets)	\$ 4,621.00
220	General Landscape Details (3 sheets)	\$ 8,707.38
221	General Irrigation Details (4 sheets)	\$ 11,609.84
222	Specifications	\$ 6,285.40
223	Opinion of Probable Cost	\$ 4,375.04
224	Comment Resolution Meetings	\$ 1,723.28
225	Geotech and survey coordination (as needed)	\$ 1,174.88
ALLOWANCES		\$ 124,750.00
301	Consultant Registered Survey (site survey & topography)	\$ 77,550.00
302	Makpro (publuc outreach)	\$ 22,200.00
303	Potholing Allowance	\$ 5,000.00
304	City of Chandler Owner Allowance	\$ 20,000.00
TOTAL COST:		\$ 440,889.00

DERIVATION OF COST PROPOSAL				
Turf to Xeriscape Program				
City of Chandler				
J2 Engineering and Environmental Design, LLC				
Direct labor and rates				
Classification	Estimated Man Hours	Current Rates		Total
Project Principal	23	\$206.80		\$4,756.00
Project Engineer - Senior	27	\$186.12		\$5,025.00
Project Engineer	96	\$127.96		\$12,284.00
Designer - Sr.	555	\$122.14		\$67,788.00
Project Manager / Senior Land. Arch.	381	\$196.46		\$74,851.00
Landscape Architect	555	\$131.51		\$72,988.00
Designer	935	\$83.90		\$78,447.00
Total Hours		2572	Total Direct Labor	\$316,139.00
				Total Labor: \$316,139
				Total Labor and Overhead: \$316,139
Estimated Direct Expenses	Estimated Expenses	Total		
Printing, Reproduction, Reprographics, Supplies Etc.	None (included in fee)			\$0.00
Total Direct Expenses				\$0.00
Subconsultants: Design				
Consultant Registered Survey				\$77,550.00
MakPro				\$22,200.00
Potholing Allowance				\$5,000.00
City of Chandler Owner Allowance				\$20,000.00
Total Outside Services & Allowances:				\$124,750.00
Total Cost J2, Allowances, & Subconsultants				\$440,889
Total Cost:				\$440,889
J2 Engineering and Environmental Design LLC				
		1/29/2024		
Jeffrey Velasquez, PLA, ASLA		Date		
Vice President				
Principal Landscape Architect				

Turf to Xeriscape Fee Schedule

1/29/2024

J2 Engineering and Environmental Design, LLC

Jeff Velasquez Jason Touchin Alex Bramhall Aaron Hendrickson Seth Placko Shane Hanneman Maria Novacek, Aurelio Lopez

Task Number	Task:	Project Principal	Project Engineer - Senior	Project Engineer	Designer - Sr.	Project Manager / Senior Land. Arch.	Landscape Architect	Designer	Total
		206.80	186.12	127.96	122.14	196.46	131.51	83.90	
100	Preliminary Master Plan & Public Outreach								
101	Bluestake Utility Conflict Research		6	8	4	2			20
102	Preliminary Site Design Concepts (14 sites)	2	2	4	24	24	32	40	128
103	Project Graphic Imagery Boards for Plant Materials / Amenities (7 sheets)	1			8	3	4	16	32
104	Final Site Design Concepts w/ Rendering (14 sites)	1		2	16	12	16	48	95
105	Tree Health Assessment Memo (14 sites)					1	28	28	57
106	Drainage Analysis (14 sites)	1	8	20	20	4		32	85
107	Drainage Memo (1 memo including all 14 sites) Preliminary memo to be provided at 30%	1	2	4	6	1		10	24
108	Conceptual Opinion of Probable Construction Costs (14 sites)	1	1	2	4	4	8	8	28
109	Phasing Plan	1			1	2		4	8
110	Kickoff Meeting at City of Chandler (1)	2		2		2			6
111	Site Visit by J2 Staff (14 sites)			2		2	28	28	60
112	Bi-Weekly Virtual Meetings (14)			6	14	14			34
113	Public Outreach Meetings (2 In-Person & 1 virtual meetings)				10	10			20
114	City-Team Working Sessions at City or at J2 (1)					3	3	3	9
	Sub-Total Task 100	10	19	50	107	84	119	217	606
200	Final Design & Construction Documents								
201	Cover Sheet (1)					2	2	6	10
202	General Notes / Sheet Index (1)				4	2	4	6	16
203	Demolition General Notes Sheet (1)	1			4	1	4	6	16
204	Landscape General Notes Sheet (1)				4	1	4	6	15
205	Irrigation General Notes Sheet (1)				4	1	4	6	15
206	Site 1 (4 sheets)	1		2	24	8	14	28	77
207	Site 2 (4 sheets)	1		2	24	8	14	28	77
208	Site 3 (6 sheets)	1		2	32	16	24	36	111
209	Site 4 (4 sheets)	1		2	24	8	14	28	77
210	Site 5 (8 sheets)	1	1	4	32	24	32	56	150
211	Site 6 (10 sheets)	1	2	4	40	32	40	68	187
212	Site 7 (6 sheets)	1		2	32	16	24	36	111
213	Site 8 (2 sheets)			1	8	4	8	20	41
214	Site 9 (10 sheets)	1	2	4	40	32	40	68	187
215	Site 10 (6 sheets)	1		2	32	16	24	36	111

Turf to Xeriscape Fee Schedule

1/29/2024

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Engineer - Senior	Project Engineer	Designer - Sr.	Project Manager / Senior Land. Arch.	Landscape Architect	Designer	Total
216	Site 11 (8 sheets)	1	1	4	32	24	32	56	150
217	Site 12 (12 sheets)	1	2	6	48	36	48	90	231
218	Site 13 (4 sheets)	1		2	24	8	14	28	77
219	Site 14 (2 sheets)			1	8	4	8	20	41
220	General Landscape Details (3 sheets)				12	12	18	30	72
221	General Irrigation Details (4 sheets)				16	16	24	40	96
222	Specifications			4		16	20		40
223	Opinion of Probable Cost			2	4	8	8	12	34
224	Comment Resolution Meetings						8	8	16
225	Geotech and survey coordination (as needed)			2		2	4		8
	Sub-Total Task 200	13	8	46	448	297	436	718	1966
	Hours Total	23	27	96	555	381	555	935	2572

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.



CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, **P.M.B. 567**
Scottsdale, Arizona 85251

OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382

E-mail:
csitterley-crs@cox.net

January 25, 2024

Attn: Jeff Velasquez, R.L.A., A.S.L.A., Vice President, Landscape Architect
J2 Engineering and Environmental Design, LLC.
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

RE City of Chandler, Arizona—Turf Replacement Sites. (See itemized sheet of 14+ sites.
Topographic Survey and Ground horizontal / vertical surveying control.

The purpose of this project is replacement of the existing turf zones, the topo areas defined by attached aerial exhibits created by CRS. Each site is itemized for review. Each site is assumed to be independently completed and CRS has applied costs for establishing surveying control as each site completed one at a time. Should close sites be requested simultaneously, CRS and the City of Chandler would realize a time and cost saving.

For each project site, CRS anticipates completing a topographic survey of the general area indicated on the attached aerial exhibit sheets. Each site is a bit different, but generally the topographic survey limits will be to the closest lane line on busy roadways; to the centerline of existing residential adjoining roadways; and to access limited bordering perimeter walls or fences. Adjoining alleyways that are wall enclosed will NOT be topo-observed.

The topo-survey will include sufficient topographic observations of all visible improvements. Improvements include paving, curbs, walks, ramps, larger vegetation, utility improvements, and paths/berms. Ground surface observations and pavement observations will be taken in a sufficient manner to allow creation of a competent digital terrain model (DTM). Any marked visible underground utilities will be observed at the time of the field topo observations. J2 or the City should arrange for utility marking prior to CRS site visit. Topographic survey will be completed in Autodesk 2007 format with a DTM data base, 3D lines, and 0.2' contours provided. CRS will also provide a comma delimited point ASCII file for the site point observations. A sealed rough plot and printed survey points will be provided with the survey package as professional deliverable of the electronic files stated to be provided. The CAD and plot of the site will be completed to a general scale of 1"=40' unless a more desirable scale is determined.

(continued page 2)

This project will be referenced to the existing City of Chandler published horizontal and vertical datum. The NAVD88 vertical datum will be check referenced to the local GDACS sectional plats for the individual site Sectional monuments. CRS will make observations on the local visible street monuments. The horizontal datum will be ground coordinates referenced to the said GDACS plats Arizona Central Zone State Plane Coordinates. The basis of coordinates or horizontal datum for these projects will be ground coordinates scaled to ground by a Grid-to-Ground Combined scale factor local to the site using the GDACS published scale factors. Should multiple project sites be requested and within a grouping of an area, CRS will determine a common grid-to-ground scale factor to use for the site grouping. For each site, CRS will set 5-10 local control points, both horizontal and vertical, around the site area for future plan/construction control reference. This scope of work does not include any base mapping or recovery of any buried street monuments. Any requested base mapping will be provided at an extra service fee. This scope of work does not include a boundary survey and any found surveying monuments, provided as control, are assumed to already be of record.

Below is the itemized site cost estimate that includes site control for each individual site. As stated above, cost savings will be incurred if groups of sites, close together, are requested simultaneously. CRS invoices \$110 per hour for both a 1-man crew and for office land surveying services.

SITE 1 (Jordan School Basin), Carriage Lane at Silvergate Drive, APN 302-86-326,
Section 7, T1S, R5E, G&SRM, Reference plat MCR 194-17. CRS anticipates:

- 08 hours of 1-man crew establishing surveying control;
- 09 hours of 1-man crew site robotic topo-survey observations;
- 10 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 17 hours =	\$1,870.00
Office Land Surveying Services 10 hours	<u>\$1,100.00</u>
Site Sub-total not-to-exceed fee estimate=	\$2,970.00

SITE 2 (Elliot Road), Summit Place, east to private driveway, APN 302-88-970,
Section 9, T1S, R5E, G&SRM, Reference plat MCR 216-01. CRS anticipates:

- 08 hours of 1-man crew establishing surveying control;
- 12 hours of 1-man crew site robotic topo-survey observations;
- 12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours =	\$2,200.00
Office Land Surveying Services 12 hours	<u>\$1,320.00</u>
Site Sub-total not-to-exceed fee estimate=	\$3,520.00

SITE 3 (Alma School Road), east side, N. & S. of Palomino Drive, APN 302-27-887 & -246,
Section 16, T1S, R5E, G&SRM, Reference plats MCR 233-35 & MCR 210-47.

CRS anticipates:

- 08 hours of 1-man crew establishing surveying control;
- 23 hours of 1-man crew site robotic topo-survey observations;
- 20 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 31 hours =	\$3,410.00
Office Land Surveying Services 20 hours	<u>\$2,200.00</u>
Site Sub-total not-to-exceed fee estimate=	\$5,610.00

(continued page 3)

SITE 4 (Dobson Road at Highland Street), Southeast corner, APN 302-81-718,

Section 20, T1S, R5E, G&SRM, Reference plat MCR 249-41. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--12 hours of 1-man crew site robotic topo-survey observations;

--12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours = \$2,200.00

Office Land Surveying Services 12 hours \$1,320.00

Site Sub-total not-to-exceed fee estimate= \$3,520.00

SITE 5A & 5B (Warner Rd./Hartford St.), Cedar Ridge Basins 2 & 1, APN 302-41-102 & -103,

Section 21, T1S, R5E, G&SRM, Reference plat MCR 240-15. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--20 hours of 1-man crew site robotic topo-survey observations;

--18 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 28 hours = \$3,080.00

Office Land Surveying Services 18 hours \$1,980.00

Site Sub-total not-to-exceed fee estimate= \$5,060.00

SITE 5C (Warner Rd./Hartford St.), Cedar Ridge Basin 3, APN 302-41-105,

Section 21, T1S, R5E, G&SRM, Reference plat MCR 240-15. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--10 hours of 1-man crew site robotic topo-survey observations;

--10 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 18 hours = \$1,980.00

Office Land Surveying Services 10 hours \$1,100.00

Site Sub-total not-to-exceed fee estimate= \$3,080.00

SITE 5D & 5E (Warner Rd./Hartford St.), Cedar Ridge Basins 4 & 5, APN 302-41-105 & -106,

Section 21, T1S, R5E, G&SRM, Reference plat MCR 240-15. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--15 hours of 1-man crew site robotic topo-survey observations;

--14 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 23 hours = \$2,530.00

Office Land Surveying Services 14 hours \$1,540.00

Site Sub-total not-to-exceed fee estimate= \$4,070.00

SITE 6 (Warner Road, south side), Pennington to Arrowhead, APN 302-81-362 & -064,

Section 20, T1S, R5E, G&SRM, Reference plats MCR 219-44 & MCR 215-11.

CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--29 hours of 1-man crew site robotic topo-survey observations;

--24 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 37 hours = \$4,070.00

Office Land Surveying Services 24 hours \$2,640.00

Site Sub-total not-to-exceed fee estimate= \$6,710.00

(continued page 4)

SITE 7 (Tremaine Drive, medians), Arizona Avenue east to Nevada Street, APN (none, r/w),
Section 10, T1S, R5E, G&SRM, Reference plat MCR 116-36. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--15 hours of 1-man crew site robotic topo-survey observations;

--14 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 23 hours = \$2,530.00

Office Land Surveying Services 14 hours \$1,540.00

Site Sub-total not-to-exceed fee estimate= \$4,070.00

SITE 8 (Chandler Air Park, pocket park), Airport Blvd., tower lot, APN 303-32-003E & -990,
Section 11, T2S, R5E, G&SRM, Reference plats (none). CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--07 hours of 1-man crew site robotic topo-survey observations;

--07 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 15 hours = \$1,650.00

Office Land Surveying Services 07 hours \$0,770.00

Site Sub-total not-to-exceed fee estimate= \$2,420.00

SITE 9A (Kyrene Road) Gila Springs Road to Chicago Street, APN 301-88-092,
Section 34, T1S, R4E, G&SRM, Reference plat MCR 231-16. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--16 hours of 1-man crew site robotic topo-survey observations;

--14 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 24 hours = \$2,640.00

Office Land Surveying Services 14 hours \$1,540.00

Site Sub-total not-to-exceed fee estimate= \$4,180.00

SITE 9B (bike path) Oak Street to end turf east of Elm Street, APN 301-88-423 & -424,
Section 34, T1S, R4E, G&SRM, Reference plat MCR 264-35. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--27 hours of 1-man crew site robotic topo-survey observations;

--22 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 35 hours = \$3,850.00

Office Land Surveying Services 22 hours \$2,420.00

Site Sub-total not-to-exceed fee estimate= \$6,270.00

SITE 10 (Chandler Boulevard) Galaxy Drive west to subdivision wall, APN 301-89-442,
Section 35, T1S, R4E, G&SRM, Reference plat MCR 224-39. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--12 hours of 1-man crew site robotic topo-survey observations;

--12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours = \$2,200.00

Office Land Surveying Services 12 hours \$1,320.00

Site Sub-total not-to-exceed fee estimate= \$3,520.00

(continued page 5)

SITE 11A (McClintock Drive) Galveston Street to Tyson Street, APN 301-64-456,

Section 25, T1S, R4E, G&SRM, Reference plat MCR 250-19. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--12 hours of 1-man crew site robotic topo-survey observations;

--12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours = \$2,200.00

Office Land Surveying Services 12 hours \$1,320.00

Site Sub-total not-to-exceed fee estimate= \$3,520.00

SITE 11B (Chandler Boulevard) Los Feliz Dr. to Country Club Way, APN 301-64-121 & -122,

Section 25, T1S, R4E, G&SRM, Reference plat MCR 216-10. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--15 hours of 1-man crew site robotic topo-survey observations;

--14 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 23 hours = \$2,530.00

Office Land Surveying Services 14 hours \$1,540.00

Site Sub-total not-to-exceed fee estimate= \$4,070.00

SITE 12 (large drainage basins) Twelve Oaks Blvd. south past Butler Drive to school fence,

APN 301-89-732 & -733, Section 35, T1S, R4E, G&SRM, Reference plat MCR 276-49.

CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--34 hours of 1-man crew site robotic topo-survey observations;

--30 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 42 hours = \$4,620.00

Office Land Surveying Services 30 hours \$3,300.00

Site Sub-total not-to-exceed fee estimate= \$7,920.00

SITE 13 (Kyrene Road) Ivanhoe Street to Del Rio Street, APN 301-68-447,

Section 28, T1S, R4E, G&SRM, Reference plat MCR 276-40. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--12 hours of 1-man crew site robotic topo-survey observations;

--12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours = \$2,200.00

Office Land Surveying Services 12 hours \$1,320.00

Site Sub-total not-to-exceed fee estimate= \$3,520.00

SITE 14 (McClintock Drive at Chandler Boulevard) S.E. Corner, APN 301-66-001; -002; -003;

& -037A, Section 36, T1S, R4E, G&SRM, Reference plat MCR 35-03. CRS anticipates:

--08 hours of 1-man crew establishing surveying control;

--10 hours of 1-man crew site robotic topo-survey observations;

--12 hours of office time complete data processing in CAD and complete a Survey Package to J2.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 20 hours = \$2,200.00

Office Land Surveying Services 12 hours \$1,320.00

Site Sub-total not-to-exceed fee estimate= \$3,520.00

(continued page 6)

Site Tally (not-to-exceed fee):

--Site 1	sub-total=	\$02,970.00
--Site 2	sub-total=	\$03,520.00
--Site 3	sub-total=	\$05,610.00
--Site 4	sub-total=	\$03,520.00
--Site 5A & 5B	sub-total=	\$05,060.00
--Site 5C	sub-total=	\$03,080.00
--Site 5D & 5E	sub-total=	\$04,070.00
--Site 6	sub-total=	\$06,710.00
--Site 7	sub-total=	\$04,070.00
--Site 8	sub-total=	\$02,420.00
--Site 9A	sub-total=	\$04,180.00
--Site 9B	sub-total=	\$06,270.00
--Site 10	sub-total=	\$03,520.00
--Site 11A	sub-total=	\$03,520.00
--Site 11B	sub-total=	\$04,070.00
--Site 12	sub-total=	\$07,920.00
--Site 13	sub-total=	\$03,520.00
--Site 14	sub-total=	<u>\$03,520.00</u>
Not-to-Exceed Total=		\$77,550.00

CRS is fully insured with general liability, professional liability, commercial auto, and workers compensation insurance, and will provide insurance certificates on request.

Map with topo-survey limits shown attached for reference.

Thank you for this opportunity to continue to be of service.

This proposal to be attached to any contract.

Sincerely,
CONSULTANT REGISTERED SURVEYING, INC.



Carl Sitterley, RLS
President

TURF TO XERISCAPE: SITE DESCRIPTIONS

SITE NO.	CITY NO.	TYPE	LOCATION	AREA	ACRES	Viewport	Notes	Plan Sheets
1	106	T	JORDAN SCHOOL BASIN (BASIN - ON CARRIAGE LANE AND SILVERGATE, NORTH OF ELLIOT)	1	2.75	300x415		4
2	107	T	ELLIOT ROAD (BASIN - NORTH SIDE OF ELLIOT ROAD, SUMMIT EAST TO SAN MARCOS PL.)	1	3.30	125x1150	3 vports	4
3	108	T	ALMA SCHOOL ROAD (BASINS - EAST SIDE - NORTH & SOUTH OF PALOMINO)	1	4.32	160x1500	multi vport	6
4	117	T	DOBSON & HIGHLAND (BASIN - SE CORNER AND GRANITE AROUND BASIN AREA)	1	1.93	225x465		4
5	118	T	WARNER/HARTFORD CEDAR RIDGE BASINS (SOUTH SIDE TWO BASINS ON WARNER EAST AND WEST OF ILLINOIS ONE - WEST SIDE HARTFORD BETWEEN RANCH AND HIGHLAND TOW-BASINS WEST SIDE HARTFORD NORTH AND SOUTH OF IOWA)	1	4.89	1000x150, 400x375, 500x400		8
6	119	T	WARNER RD. SOUTH SIDE (BASINS ON WARNER BETWEEN PENNINGTON & ARROWHEAD DR.)	1	7.20	2350x260		10
7	127	T	TREMAINE RD. EAST OF ARIZONA AVE. (MEDIAN)	1	1.00	2300x 60	3 vports	6
8	335	T	AIRPORT OLD TERMINAL "SCOUT" AREA (exact location to be verified)	3	0.50			2
9	416	T	KYRENE/CHICAGO CRESTVIEW IV & V (BASIN - KYRENE ROAD - BASIN AT KYRENE & CHICAGO; BIKE PATH BETWEEN CINDY & FOLLEY, OAK TO EAST OF ELM)	4	5.75	250x650, 850x120		10
10	417	T	CHANDLER/GALAXY GLENVIEW (BASIN - ON CHANDLER BLVD. AT GALAXY ST.)	4	4.53	335x715		6
11	418	T	CHANDLER/MCCLINTOCK/COUNTRY CLUB WAY (BASIN - TWO ON CHANDLER BLVD. EAST & WEST OF COUNTRY CLUB - NORTH SIDE; ONE ON MCCLINTOCK & SOUTH OF GALVESTON - EAST SIDE)	4	7.14	1100x160, 220x1050		8
12	419	T	TWELVE OAKS (BASINS & ROW - SOUTH OF TWELVE OAKS BLVD. FROM TWELVE OAKS BLVD TO MILKY WAY DR.)	4	13.90	400x1900		12
13	420	T	KYRENE RD. (BASIN - WEST SIDE ON KYRENE BETWEEN DEL RIO ST. AND IVANHOE ST.)	4	1.00	250x800		4
14	427	T	MCCLINTOCK/CHANDLER BLVD. (BASIN - SOUTH OF CHANDLER EAST OF MCCLINTOCK)	4	0.20	250x170		2
TOTAL ACRES				58.41				

14 SITE TURF REMOVALS

Feature 3



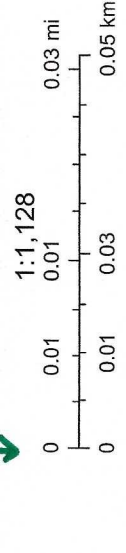
Map



Site 1 - Topo-limits
Jordan School Basin.

January 24, 2024

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Maricopa County GIO, Maricopa County Assessor's Office

Map

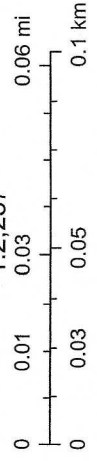


Site 2 - Topo-limits
 Elliot Rd - East of Summit Place

January 24, 2024

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1:2,257



Maricopa County GIO, Maricopa County Assessor's Office

Map



January 24, 2024

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Site 3-Topo-limits

Alma School Road.
N. & S. of Palomino Dr.

1:4,514

The image shows two horizontal number lines. The top number line is labeled with miles (mi) and has major tick marks at 0, 0.03, 0.06, and 0.12. The bottom number line is labeled with kilometers (km) and has major tick marks at 0, 0.05, 0.1, and 0.2. There are also smaller tick marks between the major ones on both lines.

Maricopa County GIO, Maricopa County Assessor's Office

Map

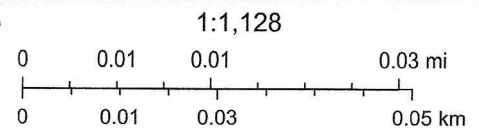


January 24, 2024

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Site 4-Topo-Limits

Dobson @ Highland St.
S.E. Corner.



Maricopa County GIO, Maricopa County Assessor's Office

Map

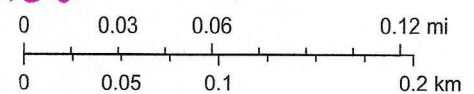


January 24, 2024

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Sites 5A - 5E. Over View
Warner/Hartford
Cedar Ridge Basins
1-5

1:4,514



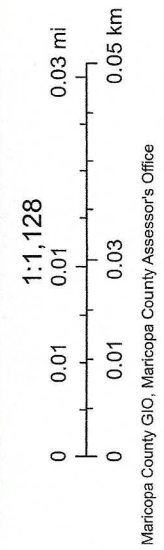
Maricopa County GIO, Maricopa County Assessor's Office

Map

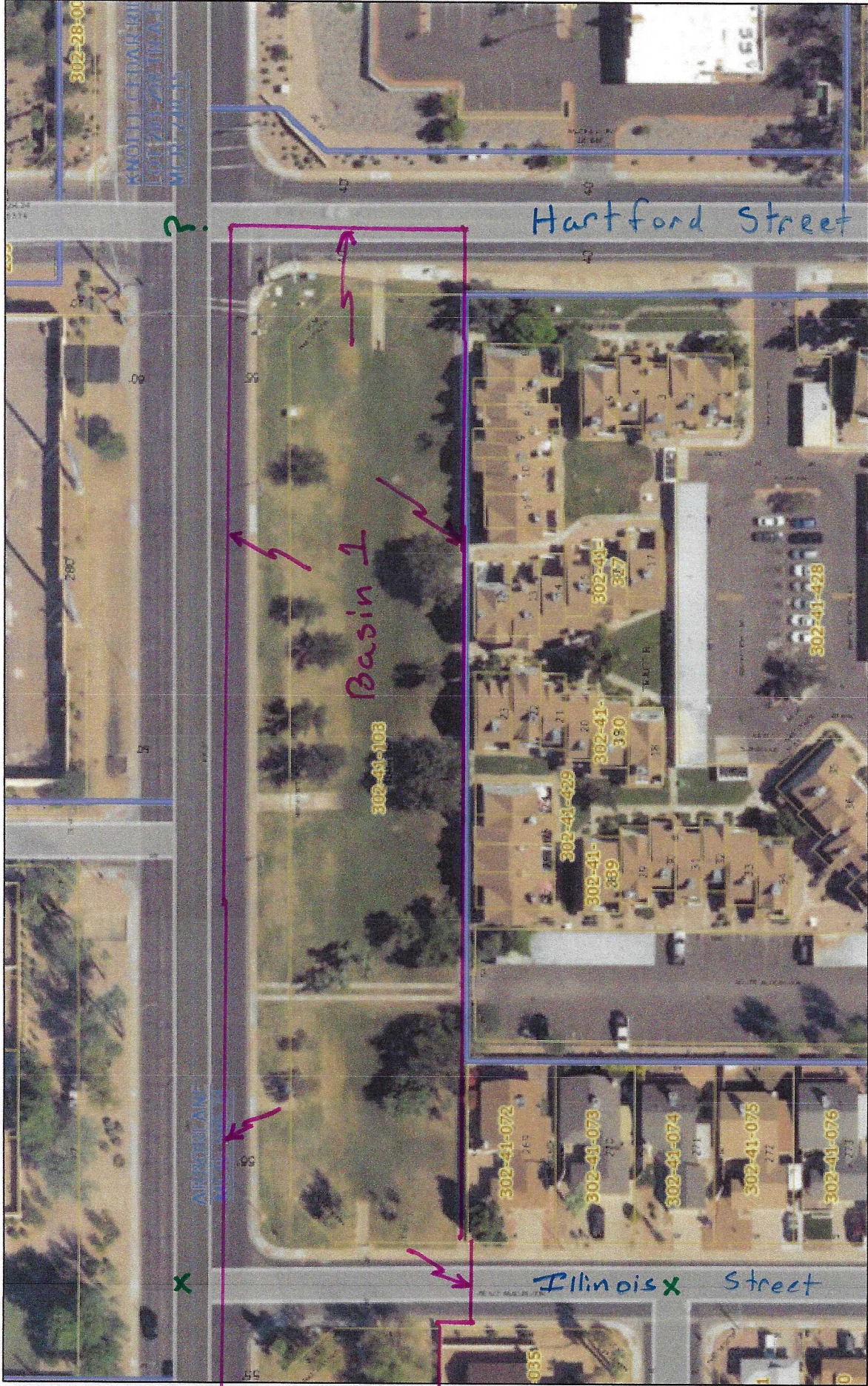


Site 5A & 5B - Topo - limits
 Warner/Hartford
 Cedar Basins 1 & 2
 Ridge

January 24, 2024
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Map



Site 5A & 5B Topo-Limits
 Warner/Hartford
 Cedar Ridge Basins 1 & 2

January 24, 2024

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1:1,128
 0 0.01 0.01 0.03 0.03 mi
 0 0.01 0.01 0.03 0.05 km
 Maricopa County GIO, Maricopa County Assessor's Office

Map

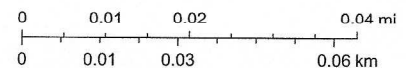


January 24, 2024

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Site 5C Topo-limits
Warner / Hartford
Cedar Ridge Basin 3

1:1,128



Maricopa County GIO, Maricopa County Assessor's Office

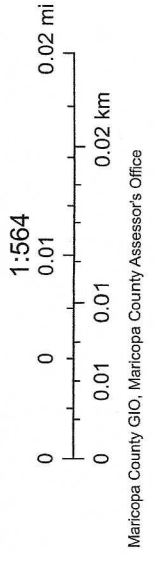
Map



January 24, 2024

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Site 5 D Topo-limits
Warner/Hartford
Cedar Ridge Basin 4



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Site 5E Topo-limits
Warner / Hartford
Cedar Ridge Basin 5

A number line with two scales. The top scale is labeled in miles (mi) and has major tick marks at 0, 0.01, 0.01, and 0.03. The bottom scale is labeled in kilometers (km) and has major tick marks at 0, 0.01, 0.03, and 0.05. The line is divided into segments by tick marks, with the top scale having 10 segments and the bottom scale having 10 segments.

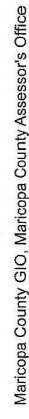
2023 - Maricopa County Assessor's Office

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Site 6 Topo-limits

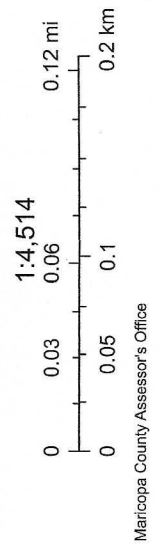
Warner Road

Pennington - Arrowhead Drives

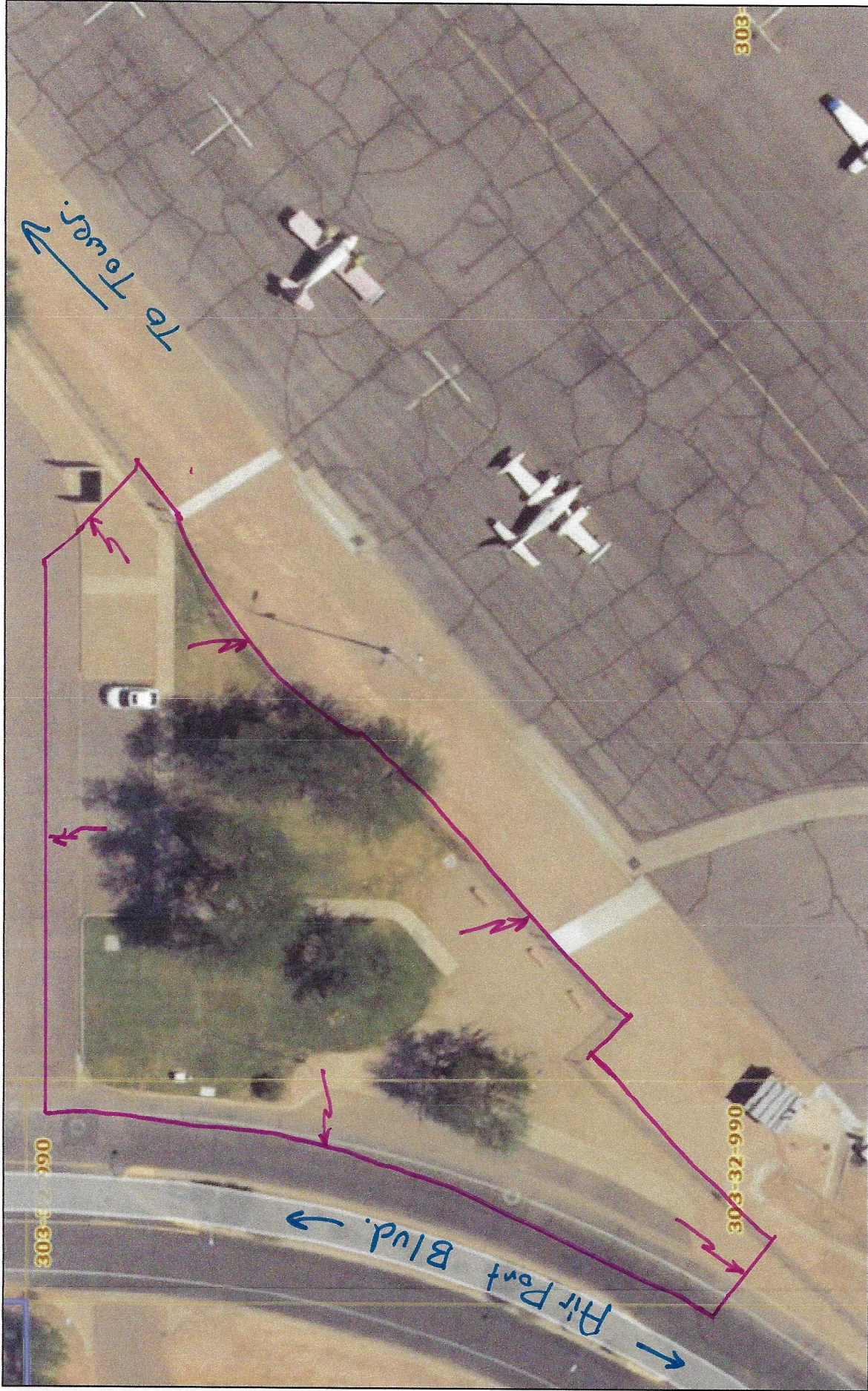


January 25, 2024

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Map



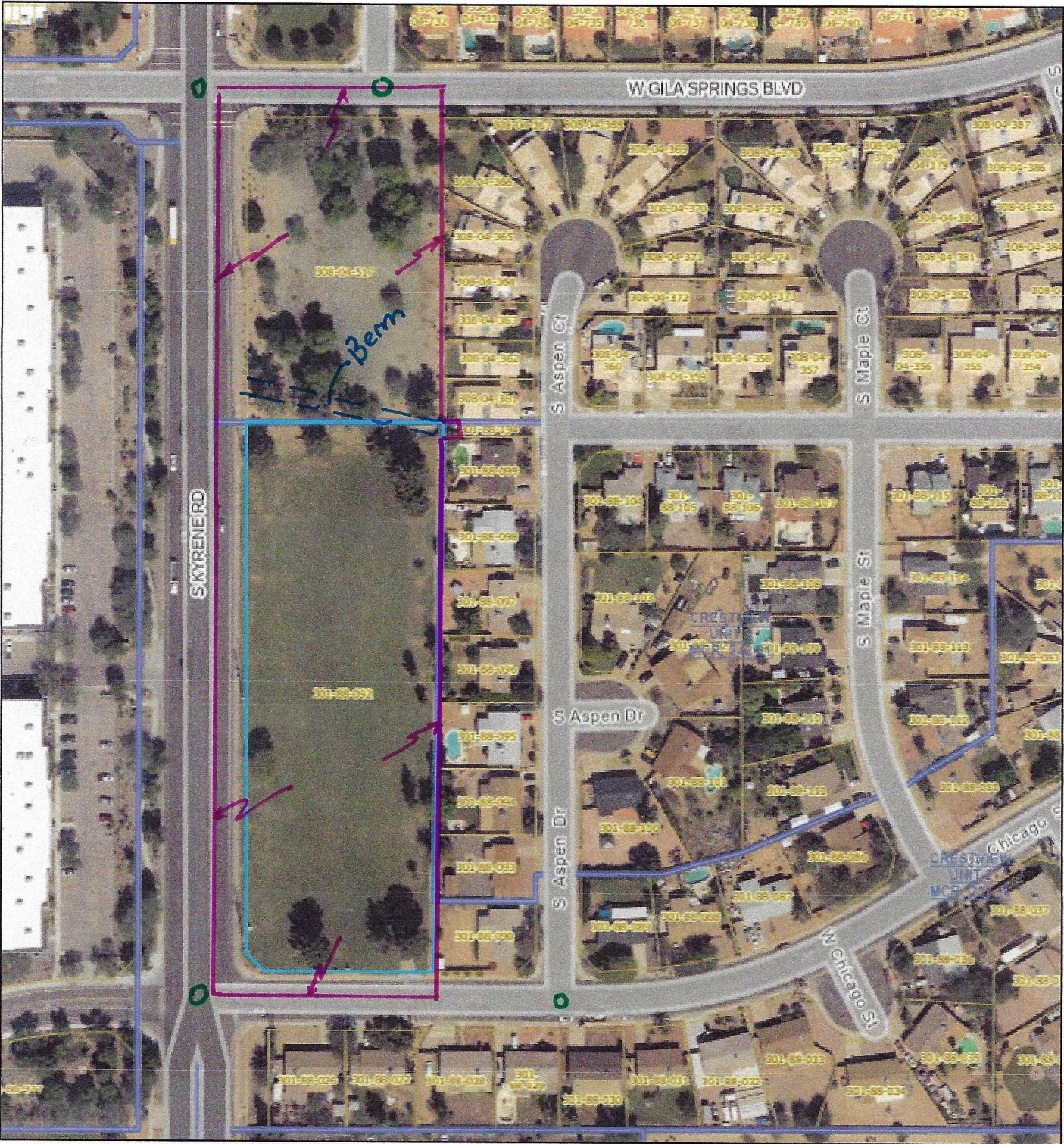
Site 8 - Topo-limits
Chandler Air Park.
South of Germann Road

January 25, 2024

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1:564
0 0.01 0.02 mi
0 0.01 0.02 km
Maricopa County GIO, Maricopa County Assessor's Office

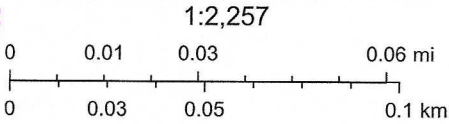
Map



January 24, 2024

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Site 9A Topo-limits
Kyrene Rd.
Chicago - Gila Springs



Maricopa County GIO, Maricopa County Assessor's Office

Map



January 24, 2024

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Site 9B Topo-limits
Bike path - Oak east to Elm
and east to end turf

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Maricopa County GIO, Maricopa County Assessor's Office

Map

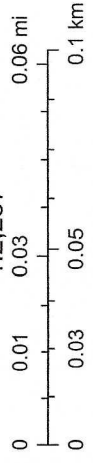


Site 10 Topo-limits
Chandler Blvd. @ Galaxy-west

January 24, 2024

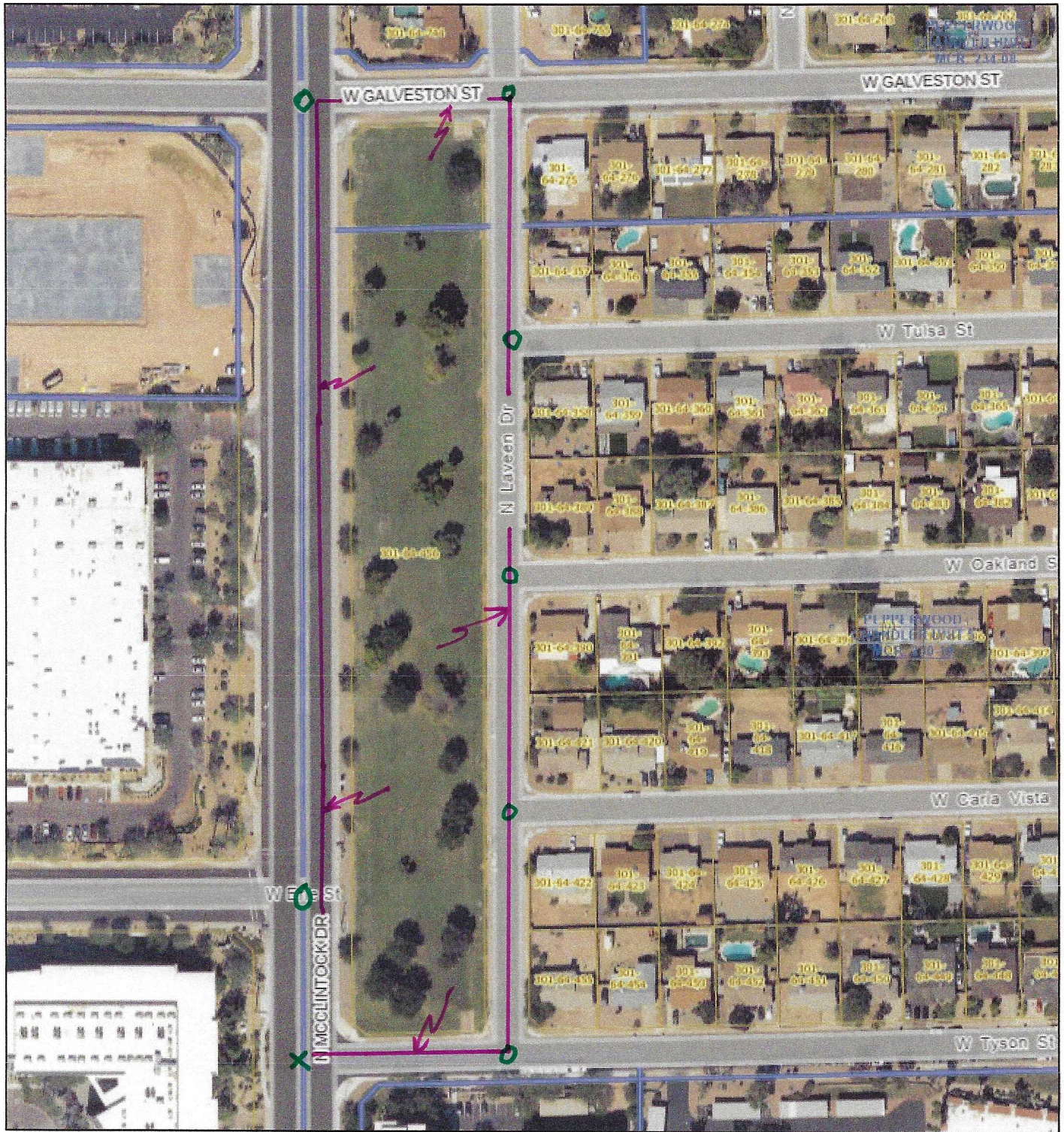
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Maricopa County GIO, Maricopa County Assessor's Office

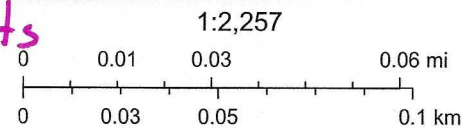
Map



January 24, 2024

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Site 11A Topo-limits
McClintock Drive
Tyson - Galveston



Maricopa County GIO, Maricopa County Assessor's Office

W Detroit St

Los Feliz Drive

Country Club Drive

Chandler Blvd.

N HEARTHSTONE WAY

CHANDLER CENTER
MCR 1238.30

TOWNEPLACE
ATHEMPT
MCR 1238.30

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2023 - Maricopa County Assessor's Office

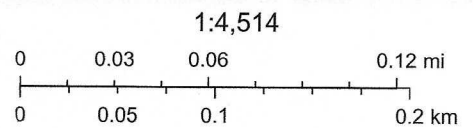
Map



January 24, 2024

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Site 12 Topo - Limits
Basin
Twelve Oaks to
milky way



Maricopa County GIO, Maricopa County Assessor's Office

Map

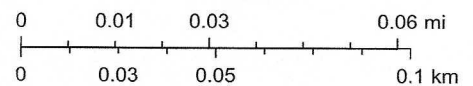


January 25, 2024

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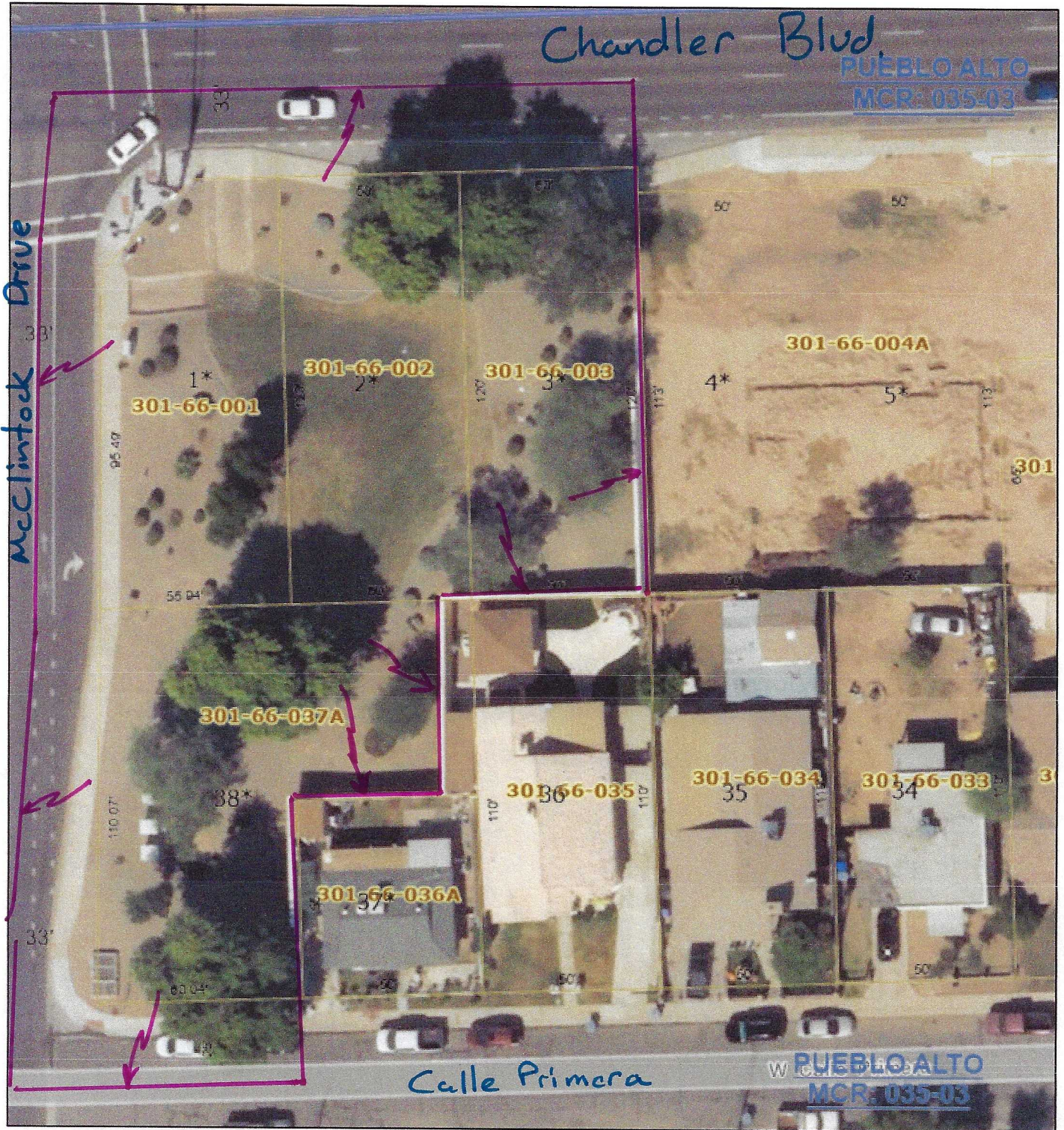
Site 13 - Topo-limits
Kyrene Road.
Ivanhoe - Del Rio

1:2,257



Maricopa County GIO, Maricopa County Assessor's Office

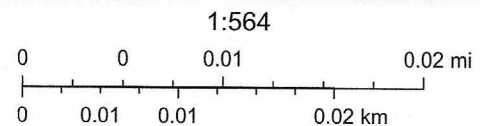
Map



January 25, 2024

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Site 14 Topo-limits
Chandler Blvd. @
McClintock Dr.
S.E. corner.



Maricopa County GIO, Maricopa County Assessor's Office



MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

January 29, 2024

Mr. Jeff Velasquez
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

Dear Jeff:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal and cost estimate for public involvement services as part J2's effort for the City of Chandler's Turf to Xeriscape Project which consists of converting turf grass to xeriscape landscape in 14 City-maintained sites within Chandler. Public involvement is an important element in projects such as this when trying to engage the nearby community to provide their input to improve nearby parks. It provides a link between the project and the community it impacts and many times, this small link is all that is needed to help a project run more smoothly.

The services included in this scope and fee are for PLANNING/DESIGN PHASE ONLY and are based on the information you provided and our conversation with the City's project manager. This effort is expected to begin in March 2024 with public engagement taking place sometime in July 2024. This estimate includes planning, design, preparation, staffing, management, and documentation for two in-person public meetings, and a web-based virtual public meeting, consisting of a narrated video and mechanism for resident feedback.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know. (p = principal hours / a = associate hours)

Project Meetings & Administration: As part of the planning and public engagement process, MakPro will:

- prep for and attend a kick-off meeting for the project. (p-2 hr)
- prepare for and attend up to up to four planning/progress meetings to discuss the public engagement approach. (p-4 hrs)
- communications with team and project manager related to effort, and project administration. (p-4 hrs)

Public Meetings (2): Up to two public meetings, assumed to be in-person, will be scheduled to provide an opportunity for nearby residents to provide their comments and feedback, and engage in the process, and view the plan concepts. To that end, MakPro will:

- prepare for and attend up to two planning meetings to discuss public meeting format and presentation. (p-6 hrs)
- coordinate with J2 to develop exhibits or a presentation and identify appropriate comment feedback form or online survey questions/selections. (p-6 hrs)
- develop a draft meeting notification for City/team review to inform nearby residents of the public meeting. (p-8 hrs / a-8 hrs)
- compile a mailing list and HOA community management contact to connect with nearby residents. (a-2 hrs)
- make any revisions to the notification and prepare for printing/distribution. (p-2 hrs)
- prep for, staff, participate in, facilitate and document an in-person public meeting.
- document public meeting Q&A. (p-8 hrs / a-16 hrs)
- compile information from feedback forms/survey and recap for team. (p-6 hrs)

*estimated hours are for two public meetings

Virtual Public Meeting (1): A virtual, web-based, public meeting will be developed consisting of narrated video information and a mechanism for resident feedback. To that end, MakPro will:

- develop a presentation and script for review by City, make any edits, narrate and load to web. (p-8 hrs)
- develop a draft meeting notification for City/team review to inform nearby residents of the web-based information being available for viewing. (p-1 hrs / a-2 hrs)
- develop an on-line comment feedback form for residents to provide comments/questions and respond to questions that may be received. (p-3 hrs)
- schedule, prepare for and attend up to two planning meetings to discuss meeting objectives and format. (p-6 hrs / a-2 hrs)
- document the meetings and conduct any follow-up required. (p- 4 hrs)

Community Communications: MakPro will work with the project team and City of Chandler's CAPA Office to identify and create appropriate communication mechanisms, to include:

- create content for a webpage on chandleraz.gov and coordinate with webmaster for creating a page that can be maintained/edited by MakPro and team. (p-4 hrs)
- incorporate updates to webpage after public meetings and as needed to keep current. (p-2 hrs)
- connect with nearby HOAs to ensure they are aware of the master plan process and can share this information with their residents. (a-3 hrs)
- coordinate with CAPA to share information on the City's social media platforms to include NextDoor. (p-2 hrs)
- provide a project hotline for project inquiries or comments. (hotline fee + 4 hrs (p-2 hrs / a-2 hrs))

The following cost estimate is provided based on the above tasks/activities with respective hours provided after each task.

Public Involvement Services	Principal Hrs (\$120/hr)	Associate Hrs (\$100/hr)	Total
Project Meetings & Administration	10	-	\$1,200
Public Meetings (2)	36	26	\$6,920
Virtual Public Meeting (1)	22	4	\$3,040
Community Communications	10	5	\$1,700
Subtotal	78	35	\$12,860
Reimbursable Allowance (printing/public meeting materials (e.g., sign-in sheets, comment forms, etc.) and printing/postage for mailers)			\$8,340
Project hotline (\$1,000 for all of project design)			\$1,000
Grand Total			\$22,200

The total cost for public involvement services identified herein **should not exceed \$22,200.00**, which includes an allowance of \$8,340 related to printing and postage, based on a 1,000-ft boundary around each of the sites. This estimate assumes this effort is not federally funded so there are no special requirements related to Title VI. Costs for translation or interpreter services are not included in this estimate. This estimate assumes a rate of \$120/hour for principal and \$100/hour for associate hours, and a flat fee of \$1,000 for the project hotline. Printing/postage costs are based on mailing to occupants for an average 600 addresses per site for 16 sites for a 4-up mailer, one-side color with current first-class postage rates.

This estimate incorporates efficiencies from one task/activity to another, so removal or adjustment to one activity may require an adjustment of hours in other activities. This proposal assumes any displays, exhibits, engineering designs or details, required for public meeting or information will be provided by Chandler or J2. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with J2 and the City of Chandler on this exciting project.

Sincerely,



Teresa Makinen

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A