

**CITY OF EL MIRAGE**  
**PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 1st day of March, 2022, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and J2 Engineering and Environmental Design, LLC an Arizona corporation (“Consultant”).

**RECITALS**

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to provide professional engineering services to prepare design plans for a multi-use trail along the drainage channel between Cactus Road and Dysart Road (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

**1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Jorge Gastelum, Community Development Director/City Engineer, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

**1.2 SERVICE DESCRIPTION**

Consultant shall provide the Services described in Exhibit “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

**1.3 DOCUMENTATION AND DATA**

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

**2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS**

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed Fifty Four Thousand One Hundred Seventeen Dollars (\$54,117.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

**2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT**

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

## **2.3 OWNERSHIP**

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

## **3.1 TERM AND EXTENSION**

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date. All work shall be completed by June 30, 2022.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when Contract Administrator determines it is in the best interest of the City for such period as the Contract Administrator deems reasonable. A modification for a time extension for completion of the work pursuant to this subparagraph shall not entitle Consultant to additional compensation.

## **3.2 TERMINATION**

### **3.2.1 Termination for Cause**

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

### **3.2.2. Termination for Convenience**

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

### **3.3 FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

### **4.1 ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

**4.2 ARIZONA LAW**

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

**4.3 COMPLIANCE WITH LAWS**

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

**4.4 MODIFICATIONS**

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

**4.5 ASSIGNMENT**

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

**4.6 SUCCESSORS AND ASSIGNS**

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

**4.7 ATTORNEY'S FEES**

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

**4.8 INDEPENDENT CONTRACTOR**

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

**4.9 CONFLICT OF INTEREST**

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**4.10 NOTICES**

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: J2 Engineering and Environmental Design, LLC  
Attn: Adam Hawkins, PLA, ASLA  
4649 E. Cotton Gin Loop, Suite B2  
Phoenix, Arizona 85040

In the case of City City of El Mirage  
Attn: City Manager  
10000 North El Mirage Road  
El Mirage, Arizona 85335

With a copy to: City of El Mirage  
Attn: City Attorney  
10000 North El Mirage Road  
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**4.11 FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

**4.12 TAXES**

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

**4.13 ADVERTISING AND PROMOTION**

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

**4.14 COUNTERPARTS**

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

**4.15 CAPTIONS**

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

**4.16 SUBCONSULTANTS**

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

**4.17 INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**4.18 INSURANCE**

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds. Consultant shall also submit to the City a copy of Consultant's insurance policy endorsements indicating that the City is an additional insured under Consultant's insurance policies as required herein.

#### **4.19 *FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS***

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

#### **4.20 *BOYCOTT OF ISRAEL***

Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement

that it will not engage in a boycott of Israel as set forth in ARIZ. REV. STAT. § 35-393 and § 35-393.01

**4.21 SEVERABILITY**

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

CONSULTANT:

\_\_\_\_\_  
By: J. Crystal Dyches  
Its: City Manager

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT "A"**



February 3, 2022 - V4

Tessa Wessel, E.I.T.  
Civil Engineer  
City of El Mirage  
10000 N. El Mirage Road  
El Mirage, Arizona 85335

**Re: El Mirage Multi Use Trail – Dysart Road to Cactus Road**

Dear Ms. Wessel,

J2 Engineering and Environmental Design LLC (J2) is pleased to be selected to provide professional Civil Engineering and Landscape Architectural design services for the development of the El Mirage multi use trail from Dysart Road to Cactus Road. J2’s scope of services and fees are based upon correspondence received from the City of El Mirage on Nov. 15, as well as ongoing email and phone correspondence.



**Updated Project Limits Map**

**Project Understanding:** The City of El Mirage (COEM) intends to construct a 12' wide, two-way multi-use concrete trail on the top bank of the City's drainage channel (one side of channel only). The trail will be approximately 1 mile in length starting at Dysart Road and ending at Cactus Road and will avoid encroachment within the floodplain, refer to project limits map on the previous sheet. The trail will provide recreational opportunities for residents within the drainage channel owned and maintained by the City as well as continuous non-motorized transportation throughout the community from schools, parks, shopping and places of work.

Our estimated Not-to-Exceed design fee for this project is as follows (see attached fee sheets for break down):

**Base Design Fee**

<b>J2 Design – Landscape Architecture / Civil Engineering Design - Fee:</b>	<b>\$ 26,632.00</b>
<b>Wright Engineering Corp. – Electrical Engineering Design – Fee:</b>	<b>\$ 12,925.00</b>
<b>Consultant Registered Survey – Survey – Fee:</b>	<b>\$ 13,860.00</b>

**Allowances**

<b>Structural Calculations for Light Footings:</b>	<b>\$ 700.00</b>
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<b>Total Fee including Base Design Fees and Allowances:</b>	<b>\$ 54,117.00</b>
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Thank you for selecting the J2 Team; we are excited to begin work on this important project and to continue our outstanding working relationship with the City of El Mirage. Please do not hesitate to call with any questions that you may have.

Sincerely,



Adam Hawkins, PLA, ASLA  
Project Landscape Architect  
J2 Engineering and Environmental Design, LLC  
[ahawkins@j2design.us](mailto:ahawkins@j2design.us)  
o 602.438.2221 ext. 138  
c 623.694.6134

### **Task 100 - Project Initiation**

The City of El Mirage (COEM) will provide J2 with any project correspondence, construction drawings, existing site surveys, utility data, as-builts and/or any additional information, which may be pertinent to development of the initial trail layout. J2 will review this information prior to the site visit/ kick-off meeting.

J2 Design will also coordinate with our sub-consultant to begin the required fieldwork including site survey.

#### **Anticipated Submittals/Products**

- Results of Survey

#### **Anticipated Meetings**

- Site Visit / Kick-Off Meeting. J2 will have three (3) representatives at this meeting: our Project Engineer, Project Landscape Architect, and designer. This meeting is intended to be four (4) hours in length and held at the COEM building then travel to the project site and walk the corridor. J2 will provide the agenda and meeting minutes.

### **Task 200 – 30% Roll Plot Graphic**

**Purpose:** After meeting during task 100 and receiving comments and direction from the COEM on the proposed El Mirage Multi Use Trail , J2 will initiate development of our 30% Roll Plot Graphic, which will show the overall layout of the trail, trail connections, and proposed lighting.

#### **Anticipated Submittals/Products**

- 30% Roll Plot

#### **Anticipated Meetings**

- Design Coordination Meeting. J2 will have two (2) representatives at this meeting: our Project Engineer and Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COEM for distribution to the appropriate staff. J2 will provide the agenda and meeting minutes.

### **Task 300 – 95% Pre-Final Construction Documents**

**Purpose:** After receiving and discussing comments in Task 200 from COEM Staff on the 30% roll plot J2 will initiate development of our 95% Pre-Final Construction Document submittal. J2 will submit plans to the COEM for their review and distribution.

#### **Anticipated Submittals/Products**

- J2 Will submit an Electronic (PDF) set of plans (24" x 36") developed to a 95% level of completion to COEM for review and comment. The following sheets are anticipated to be produced by J2 and will be included in the 95% set (and all subsequent sets) for twelve (12) sheets.
  - City Cover Sheet (1)
  - City General Notes and Key Map Sheet (1)
  - Trail Geometry Plan and Data Table (1)
  - Trail Typical Sections (1)
  - Civil / Hardscape Details – Signage / Striping / Ramps / Railing (2)
  - Trail Layout Plans (G&D) (20 Scale Double Stacked) (6)
- Opinion of Probable Construction Cost (PDF)
- Project specifications (PDF)

#### **Anticipated Meetings**

- One (1) Design Coordination Meetings. J2 will have two (2) representatives at each meeting: our Project Engineer and Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COEM for distribution to the appropriate staff. J2 will provide the agenda and meeting minutes.

- One (1) Comment Resolution Meeting. J2 will have two (2) representatives at each meeting: our Project Engineer and Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COEM for distribution to the appropriate staff. J2 will develop a comment resolution form and provide to the COEM to assist in organizing the comments and their final resolution

## **Task 400 – 100% Final Construction Document– Plans, Specifications, and Estimate (PS&E)**

**Purpose:** After receiving and discussing comments in Task 300 from COEM Staff on the 95% set of plans J2 will initiate development of our 100% Final Construction Document submittal. J2 will submit plans to the COEM for their review and distribution.

### **Anticipated Submittals/Products**

- Final Sealed Plans (PDF)
- Opinion of Probable Construction Cost (PDF)
- Project specifications (PDF)

### **Anticipated Meetings**

- None

### **Sub Consultants**

J2 has requested scope and fee submittals from the following sub-consultants

**Wright Engineering Corp.** - To provide electrical engineering construction drawings.

**Consultant Registered Survey (CRS)** - To provide survey along project corridor and develop any necessary easement exhibits.

### **Design Allowances**

The following allowances may only be utilized if authorized in advance by the city. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount.

**Design Allowances** – Structural Design and Calculations for any non-direct bury light pole.

### **General Understanding**

The City of El Mirage the (Owner) shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Project Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Project Team's services for the Project. The Owner shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

The Owner shall make available to the Project Team existing available data and records relevant to the site that the Owner has available.

The Owner shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Project Team at the various phases of the projects.

The Owner shall furnish to the Project Team, upon the request of Project Team for performing the services, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the Owner has available.

The Owner shall give prompt notice to Project Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Project Team.

The Owner warrants and represents that members of the Project Team have the right to enter upon the real property involved herein, and extends this right to J2. The Project Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Project Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the Owner 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 documents.

### **Design Assumptions and Exclusions**

The following services are understood as **NOT** a part of J2's scope of services for this project:

1. Preparation of any public meeting advertisements or mailings, public presentation graphics, or attendance at any public meetings
2. Cultural and or Environmental Clearances
3. Permit Fees
4. Preparation of documents or submittal to any Design Review Board (DRB) type agency or attendance at any DRB meetings is not included in this scope of services.
5. Preparation of any Landscape or Irrigation Plans, or details.
6. Geotechnical Investigation or reports.
7. Design of any additional hardscape plaza areas outside of the proposed 12' wide pathway.
8. Development of any retaining wall layouts and details

We would expect to start our services promptly after receipt of your acceptance of this proposal and complete our services in a timely manner. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.



February 3, 2022

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

Re: **El Mirage Multi-Use Trail Lighting**

Attn: Adam Hawkins

Dear Adam,

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

**Electrical Design Scope of Services:**

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as required.
  - a. Project coordination will be performed via email and telephone calls, no in-person meetings are included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Up to (1) one visit.
3. Design the electrical power system to meet local codes and requirements.
4. Prepare 24" X 36" electrical construction drawings including an overall site plan showing all new equipment to include the following:
  - 1) Solar lighting (~4,550 linear feet)
  - 2) Control equipment
5. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.
6. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
7. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
8. Prepare an engineer's opinion of probable electrical construction costs upon request.
9. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
10. Perform in-house QAQC review and modifications.
11. The above plans will be provided to client at 30%, 60%, 90% and 100% levels for submittal review and comment. Submittals will be made via email

in digital PDF format. Client will print, copy and submit to the City and owner as needed.

12. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
13. Municipal review comments will be responded to and addressed.

### **Responsibilities of Others:**

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

### **Final Deliverables:**

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

### **Engineering Fee:**

The above services will be provided as follows:

1. Solar Lighting Electrical Design: **\$12,925.00** (Hourly, Not to Exceed)
2. Allowance for structural calculations if required: **\$700.00** (Lump Sum)

### **Additional Services:**

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

Principal	\$165/hour	Designer	\$105/hour
Senior Engineer	\$145/hour	Draftsman	\$95/hour
Engineer	\$125/hour	Secretary	\$55/hour

**Printing Charges:**

Although not anticipated, any printing and delivery requested will be charged as follows:

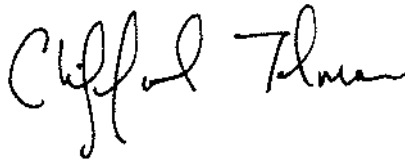
Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

**Billing:**

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

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



Clifford Tolman, P.E.  
Wright Engineering Corporation

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

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

**Client Billing Information:**

Contract/AP Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*It is our desire to keep communication flowing freely. To contact us for contract information or accounts payable information, please email Cami Penrod at [cpenrod@wrightengineering.us](mailto:cpenrod@wrightengineering.us) or call us at 480-497-5829.*

## Appendix 'A' Terms and Conditions

### **Certifications**

Wright Engineering Corp. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Wright Engineering Corp. cannot ascertain.

### **Termination of Services**

This agreement may be terminated by the Client or Wright Engineering Corp. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Wright Engineering Corp. for all service rendered to the date of termination and all reimbursable expenses.

### **Ownership of Documents**

All documents produced by Wright Engineering Corp. under this agreement shall remain the property of Wright Engineering Corp. and may not be used by the Client for any other endeavor without the written consent of Wright Engineering Corp.

### **Billings/Payments**

Invoices for Wright Engineering Corporation services shall be submitted, at Wright Engineering Corporation's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Wright Engineering Corporation may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate or suspend the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of one-and-one-half percent (1.5%) (or the maximum rate allowed by law, whichever is less) on the then unpaid balance. In the event any portion, or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

### **Unauthorized Changes**

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Wright Engineering Corp. without obtaining Wright Engineering Corporation's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Wright Engineering Corp. and to release Wright Engineering Corp. from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wright Engineering Corp. from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to Wright Engineering Corporation's construction documents without the prior written approval of Wright Engineering Corp. and that further requires the Contractor to indemnify both Wright Engineering Corp. and the Client from any liability or cost arising from such changes made without such proper authorization.

### **Permits and Approvals**

It is the responsibility of the Client to obtain all permits and approvals normally required by law for projects similar to the one for which Wright Engineering Corporation's services are being engaged. Wright Engineering Corp. may assist the Client as requested in applying for those permits and approvals for an additional fee. This service is not included in the Basic Services of this Agreement.

### **Construction Supervision**

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with this Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

### **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

### **Attorneys' Fees**

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

### **Mediation**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless parties mutually agree otherwise.

### **Proprietary Information**

The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Wright Engineering Corp pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering Corp.

### **Indemnification**

The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

### **Limitation of Liability**

Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly or individually liable to the owner in an amount in excess of our fees.

Appendix 'A'  
Schedule of Electrical Engineering Services Fee

**EI Mirage Multi-use Trail Lighting**

Electrical Engineering Services  
**Wright Engineering**  
February 3, 2022

TASK	DESCRIPTION	Principal	EE	Designer	Administrative	TOTAL HOURS
<b>Electrical Engineering Services</b>						
1	Project Coordination/Meetings	0.00	6.00	2.00	0.00	8.00
2	Site Investigations/Existing Condition Analysis	0.00	0.00	4.00	0.00	4.00
3	Prepare Construction Documents Plans	0.00	8.00	20.00	0.00	28.00
4	Prepare Photometric Analysis, Details and Calculations	0.00	8.00	20.00	0.00	28.00
5	Prepare Opinion of Probable Construction Cost and Specifications	0.00	3.00	6.00	0.00	9.00
6	Plan Submittal / QAQC	0.00	8.00	10.00	0.00	18.00
7	Address Comments	0.00	4.00	10.00	0.00	14.00
<b>ESTIMATED HOURS</b>		0.00	37.00	72.00	0.00	
<b>Direct Hourly Rate</b>		\$165.00	\$145.00	\$105.00	\$55.00	
<b>LABOR COST</b>		\$0.00	\$5,365.00	\$7,560.00	\$0.00	
<b>TOTAL ESTIMATED HOURS</b>					109.00	109
<b>TOTAL ESTIMATED LABOR COST</b>					<b>\$12,925</b>	<b>\$12,925</b>
<b>TOTAL PROJECT COST</b>						<b>\$12,925.00</b>



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

Attn: Adam Hawkins, PLA, ASLA, Project Landscape Architect  
J2 Engineering and Environmental Design, LLC.  
4649 East Cotton Gin Loop, Suite B2  
Phoenix, AZ 85040

January 21, 2022  
(revised from December 28, 2021)

RE: Drainage Channel Cactus Road northwesterly to Dysart Road, City of El Mirage, Survey limits indicated on the CRS provided Maricopa County Assessor four aerial maps. Topographic Survey and Ground horizontal / vertical surveying control. Base Mapping Survey. Site location Section 14, Township 3 North, Range 1 West, Gila and Salt River Meridian. Base Mapping Dedicated Drainage/Landscape Tracts, Easements and Road R/W per recorded plats only (see below listing). A Boundary Survey is NOT part of this scope of services, however, Record Plats will be plotted with base mapping and will be based on sectional monuments. Street monuments will be located for survey control and used to confirm plat base mapping for any issues. No Review of Title Report Documents nor the obtaining of a Parcel Title Reports with this scope of services.

#### **Topographic Survey defined scope of service**

This project anticipates completing a topographic survey in the general area indicated with the provided four aerial maps, the limits of which will include north side of channel adjoining street curbs, walks; street paving; drainage area improvements; visible utilities; larger trees and cactus; crossing dirt foot/auto paths; larger boulders; and existing drainage way critical detail that might constrain design of an anticipated trail system. CRS will complete topo observations to the north toe of the drainage channel and survey limits do NOT include any topo-observations on the south side of the channel or any potential tie-in paving observations of south side cul-d-sac streets. CRS will make observations on all visible topographic items and will locate any visible utility evidence. *Except with this proposal revision of Jan. 21, 2022, CRS will complete cross-over topo to the west of the drainage channel to tie-into the north side of the cul-d-sac of Sweetwater Avenue (see attached aerial exhibit for deleted area previously requested).* When storm drain pipes and infrastructure exist, CRS will obtain pipe invert data. CRS does NOT anticipate observance of sanitary sewer invert elevations, designer should reference the more recent as-built plans for these utility items. CRS does not anticipate observations of water valve nut elevations. The 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.

#### **Control and Base Mapping Survey defined scope of service**

This project will be referenced to the latest Maricopa County Department of Transportation (MCDOT) GDACS plat recorded in MCR 688-41. The vertical datum will be referenced to the published NAVD88 Datum, based on GDACS or Maricopa County benchmarks with 3 miles of the project site. CRS will set 15-20 local control points, both horizontal and vertical, around the project site for future plan/construction control reference. These will also include available street/sectional monuments along the adjoining subdivision roads and close sectional monuments.

(continued next page)

In addition, CRS will use the local recorded plats/surveys: "Dave Brown at Dysart and Thunderbird – Unit 3", MCR 542-37; "Dysart & Cactus, Parcel 3", MCR 564-24; "Dysart & Cactus, Parcel 4", MCR 565-32; "Buena Vista", MCR 527-13; and "Parque Verde, Unit 1", MCR 519-21, to evaluate street/sectional centerline positions and show parcel positions with CAD base mapping. This scope of service DOES NOT include a boundary survey, any found survey monuments are assumed to already be of record with the above defined plat surveys. The above non-GDACS plats will be oriented to match the above GDACS basis of bearing and the ground coordinates determined by scaling the published GDACS plat state plane coordinates using a combined grid-to-ground scale factor of 1.000130497 as published for point number 30785-1M (South Quarter Corner of Section 14) thereon the GDACS plat MCR 688-41.

CRS anticipates for topo-surveying and control/base mapping surveying services the following:  
--03 hours of office time for pre-project communications, computations, and plat research;  
--12 hours of 1-man field crew travel time to the site for 7 days;  
--44 hours of 1-man field crew site robotic topo-survey observations;  
--12 hours of 1-man field crew establishing surveying site control (many street monuments adjoin site);  
--55 hours of office time complete topo-data processing and base mapping in CAD,  
and complete a Survey Package to J2.

CRS invoices \$110 per hour for both a 1-man crew and office land surveying services.

With the stated assumptions, the itemized cost is as follows:  
1-Man Crew time 68 hours = \$7,480.00  
Office Land Surveying Services 58 hours = \$6,380.00  
**Topo-Survey total not-to-exceed fee estimate = \$13,860.00**

Daily reports will be provided for all surveying services.

CRS is fully insured and will provide insurance certificates upon request.  
CRS can schedule the approved surveying services with a signature below.

Please attach and reference this proposal to any contract documents.

Submitted,  
CONSULTANT REGISTERED SURVEYING



Carl Sitterley, President

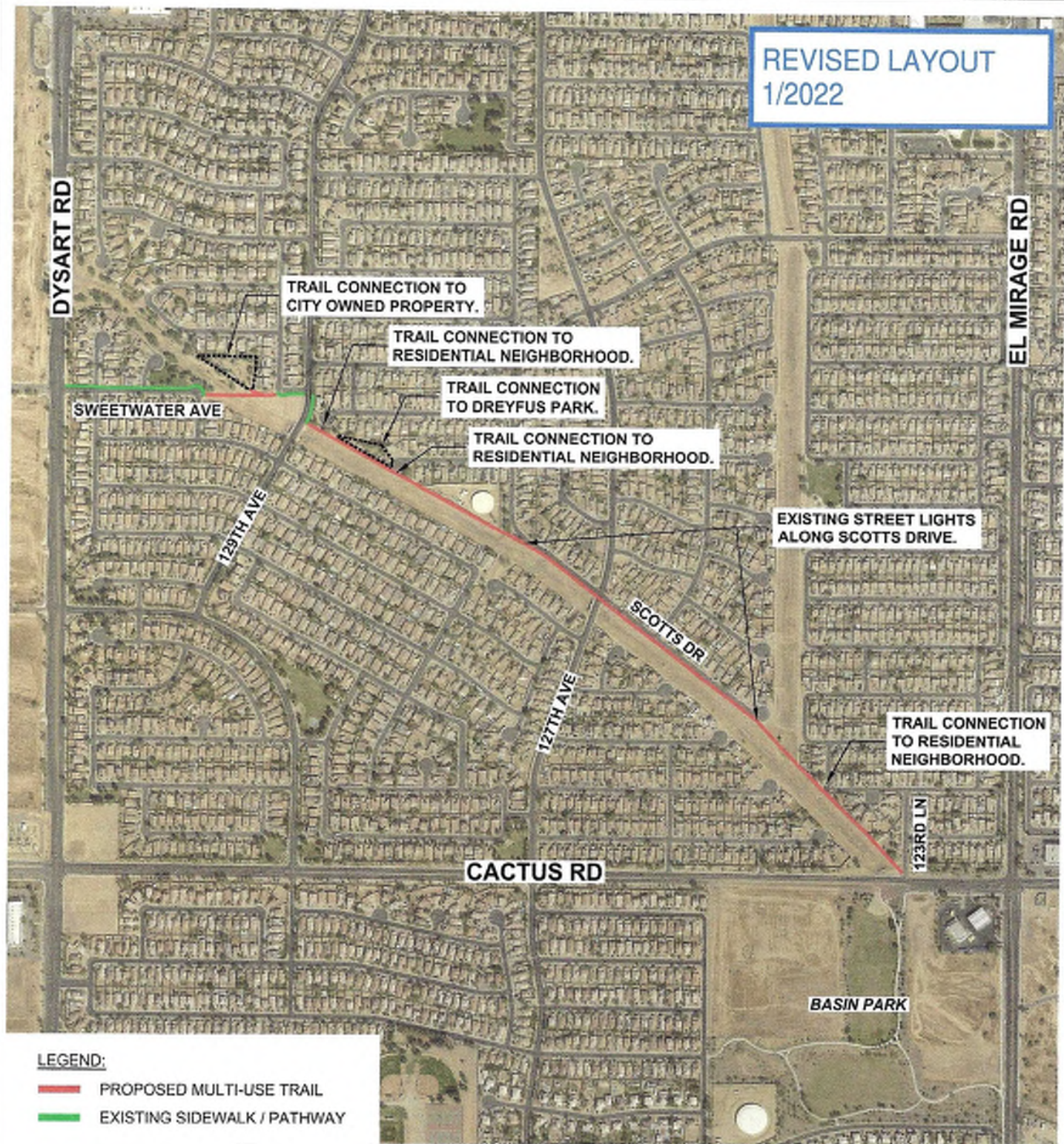
Accepted,  
J2 Engineering and Environmental  
Design

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CRS four page aerial exhibits attached and referenced hereon.  
One page City of El Mirage, revised path exhibit (01/2022) attached for reference.  
Previously attached plats omitted from this proposal revision.

REVISED LAYOUT  
1/2022



**LEGEND:**

- PROPOSED MULTI-USE TRAIL
- EXISTING SIDEWALK / PATHWAY



City of  
**EL MIRAGE**  
Arizona  
*GRAND HERITAGE, BRIGHT FUTURE!*

**MULTI-USE TRAIL PROJECT LIMITS**

EL MIRAGE, ARIZONA

DRAWN BY:	T. WESSEL	11-15-2021	SCALE: N.T.S.
REVIEWED BY:			
NO.	REVISION	DATE	
1	REVISED TRAIL LOCATION	01-13-2022	
2			

# Map





# Map







# Map

