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**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP14-102**

1. Agenda Item Number:

22

2. Council Meeting Date:
December 12, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: November 14, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. **SUBJECT:** Project Agreement to J2 Engineering and Environmental Design for park design services for Tumbleweed Tennis Courts Replacement.

6. **RECOMMENDATION:** Award a project agreement to J2 Engineering and Environmental Design for park design services for Tumbleweed Tennis Courts Replacement, Project No. PR1404-201, in an amount not to exceed \$83,798.59.

7. **BACKGROUND/DISCUSSION:** Tumbleweed Park is a 205-acre park located on the southwest corner of Germann and McQueen Roads. In 1996, the City completed the development of phase one of this regional park with the opening of the fifteen-court Chandler Tennis Center. The Chandler Tennis Center provides a high quality tennis facility for the citizens of Chandler. The courts at this facility consist of the original asphalt base with acrylic coating which were resurfaced in 2002 and 2008. The deteriorating condition of the asphalt base is indicated by the increasingly frequent need for repairs and cracking of the court surfaces.

The proposed design contract will provide construction documents for the purpose of developing the scope of work for the project, including the option for replacement of the existing courts with the current asphalt surface or post tension concrete. Documents will include phasing requirements to allow the continued scheduling of activities at the Tennis Center with minimal disruption during the peak seasons.

8. **EVALUATION:** City staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable. This project is within the parameters of EN1302-101, the annual contract for park design services with this firm.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$83,798.59
Savings: N/A
Long Term Costs: N/A

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
420.4580.6611.0000.6PR630	Park Bonds	Existing Comm/Rec CTR Impr	FY 13/14	\$83,798.59

10. **PROPOSED MOTION:** Move that City Council award a project agreement to J2 Engineering and Environmental Design for park design services for Tumbleweed Tennis Courts Replacement, Project No. PR1404-201, in an amount not to exceed \$83,798.59 and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

Mickey Ohland, Park Development and Operations Mgr.

13. Department Head

Mark M. Eynatten, Community Services Director

12. Transportation & Development

Bob Fortier, Capital Projects Manager

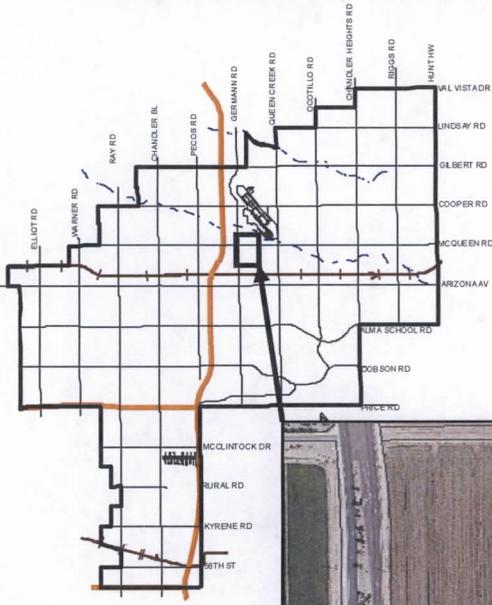
14. City Manager

Rich Dlugas, City Manager



Chandler + Arizona

TUMBLEWEED TENNIS COURTS REPLACEMENT PROJECT NO. PR1404-201



MEMO NO. CP14-102



PROJECT SITE



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1302-101**

PROJECT AGREEMENT NO: PR1404-201

This PROJECT AGREEMENT is made this ____ day of _____, 2013, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and J2 Engineering & Environmental Design, LLC, a limited liability company doing business in Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1302-101.

CITY and J2 Engineering & Environmental Design, LLC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Tumbleweed Tennis Courts Replacement, Project Number PR1404-201. The scope of work consists of design services for Tumbleweed Tennis Courts Replacement, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2 - CONTRACT PRICE:

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed Eighty Three Thousand Seven Hundred Ninety Eight Dollars and Fifty Nine Cents (\$83,798.59) determined and payable as set forth in Annual Contract EN1302-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is One Hundred Eighty calendar days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) calendar days of the date CITY issues a Notice to Proceed.

ARTICLE 4 - GENERAL:

This Project Agreement is entered into pursuant to Annual Contract No. EN1302-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the day and year first written above.

This Project Agreement will be effective on this _____ day of _____, 2013.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Jeff Engelmann
Title: LLC President

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Mr. Jeff Engelmann
J2 Engineering & Environmental Design, LLC
4649 E. Cotton Gin Loop, Ste. B2
Phoenix, AZ 85040

APPROVED AS TO FORM:

Phone: 602-438-2221
Fax: 602-438-2225

City Attorney By: [Signature]

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

Task 100 Data Gathering and Concept Design

ANNUAL CONSULTANT will develop base data from the topographic survey that is included with this scope of services. The topographic base files coupled with field verification of existing site improvements will be used to initiate development of a comprehensive understanding of the programmed improvements. This task will provide ANNUAL CONSULTANT with the ground truth investigation as to what impacts may be anticipated to the existing courts, the surrounding landscape as well as formulate the concepts that may enhance the Tennis Center aesthetics surrounding the courts and spectator viewing.

ANNUAL CONSULTANT estimates the following drawings will be developed as part of this task:

- a. Cover Sheet
- b. Topographic Survey Sealed Sheet (1 base sheet)
- c. Demolition Plans (4 base sheets)
- d. Civil/Grading/Horizontal Control Plans (4 sheets, 1 coordinate geometry sheet)
- e. Civil Detail Sheets (3 detail sheets) for Asphalt Court Design (base bid), Fencing Repairs/Replacements, Drainage grate repairs and/or replacements, Tennis Court Striping
- f. Structural Plans for Post Tension Courts (4 base sheets for alternate)
- g. Structural Details for Post Tension Courts (3 detail sheets for alternate)
- h. Landscape Plans (4 base sheets)
- i. Landscape Details (2 detail sheets)
- j. Irrigation Retrofit Plans (4 base sheets)
- k. Irrigation Retrofit Details (3 detail sheets)
- l. Geotechnical Report

ANNUAL CONSULTANT anticipates the following base bid and bid alternates will be developed as part of this task:

- Tennis Courts Subgrade Design - Base bid (15 tennis courts)
- Alternate 1: Asphalt Court Surface (15 courts)
- Alternate 2: Post Tension Concrete Courts (15 courts)
- Alternate 3: Landscape / Drip Irrigation Improvements
- Alternate 4: Ramada Improvements
- Alternate 5: Hitting Wall

Task 100 Deliverables will include the following:

- There are **no** deliverables with this task

Task 100 Meetings will include the following:

- Kickoff meeting with City of Chandler staff and key stakeholders. The meeting is expected to be two (2) hours in duration inclusive of travel time to and from the meeting.
- Site Visit
- Concept review meeting with City of Chandler Staff to review project direction and concepts developed for consensus from the City on direction forward. The meeting is expected to be two (2) hours in duration inclusive of travel time to and from the meeting.

Task 200 Pre-Final Construction Documents (95%)

After receiving comments on the initial concept review, ANNUAL CONSULTANT will develop Pre-Final Construction Documents and details to a 95% level of completion along with associated specifications in CSI format and submit electronically to the COC (City of Chandler) for review and

comments. ANNUAL CONSULTANT will submit one set of full size PDFs of each sheet for review and all reproduction.

Task 200 Deliverables will include the following:

- Pre-Final 95% Plans for project area. ANNUAL CONSULTANT will provide one (1) full-size (24x36) set and one (1) half-size (11x17) set of plans in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of plans for review.
 - **Pre-Final Plans**
 - Cover Sheet
 - Topographic Survey Sealed Sheet (1 base sheet)
 - Demolition Plans (4 base sheets)
 - Civil/Grading/Horizontal Control Plans (4 sheets, 1 coordinate geometry sheet)
 - Civil Detail Sheets (3 detail sheets) for Asphalt Court Design (base bid), Fencing Repairs/Replacements, Drainage grate repairs and/or replacements, Tennis Court Striping
 - Structural Plans for Post Tension Courts (4 base sheets for alternate)
 - Structural Details for Post Tension Courts (3 detail sheets for alternate)
 - Landscape Plans (4 base sheets for alternate)
 - Landscape Details (2 detail sheets for alternate)
 - Irrigation Retrofit Plans (4 base sheets for alternate)
 - Irrigation Retrofit Details (3 detail sheets for alternate)
 - Geotechnical Report
- Pre-Final 95% Specifications. Specifications will be prepared in CSI Format. ANNUAL CONSULTANT will provide one (1) set of specifications in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of specifications for review.
- Pre-Final 95% Opinion of Probable Construction Cost (OPC). ANNUAL CONSULTANT will provide one (1) set of OPC in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of OPC for review.

Task 200 Meetings will include the following:

- Comment Resolution meeting 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.
- Design Coordination meeting 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.

Task 300 – Final Construction Documents (Bid Set)

After receiving comments from the COC on the 95% Pre-Final Construction Document plans, ANNUAL CONSULTANT will develop the Final Construction Documents for the plans that have been produced to cover the improvements associated with the project. ANNUAL CONSULTANT will then electronically submit one (1) set of sealed and signed PDF files of the final construction documents along with final specifications to the COC. These plans will be used to bid the project for construction. The City of Chandler shall be responsible for all reproductions of the bid sets.

Task 300 Deliverables will include the following:

- 1) Final Plans for project area. ANNUAL CONSULTANT will provide one (1) full-size (24x36) set and one (1) half-size (11x17) set of plans in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of plans for review.

- 2) Final Opinion of Probable Construction Cost (OPC). ANNUAL CONSULTANT will provide one (1) set of OPC in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of the OPC for review.
- 3) Final Specifications. Specifications will be prepared in CSI Format. ANNUAL CONSULTANT will provide one (1) set of specifications in an electronic PDF format to the COC. The COC is responsible for all reproduction and distribution of plans for review.

Task 300 Meetings will include the following:

- Design Meeting for a total of one (1) meeting. This meeting is anticipated to be held at the City of Chandler. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. ANNUAL CONSULTANT will have two (2) representatives at each meeting.
- 100% Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be held at the City of Chandler. This meeting is anticipated to be three (3) hours in duration inclusive of travel time to and from the meeting. ANNUAL CONSULTANT will have three (3) representatives at this meeting.

General Understanding

The COC 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 Design 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 Design Team's services for the Project. The COC shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

The COC shall make available to the Design Team existing available data and records relevant to the site that the City has available.

The COC 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 Design Team at the various phases of the projects.

The COC shall furnish to the Design Team, upon the request of the Design 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 City has available.

The COC shall give prompt notice to the Design Team whenever the Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

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

The Design 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 nor has any liability for any such environmental or cultural condition should one be found. It is the responsibility of the COC 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.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COC and MAG design and construction standards and specifications.

Design Assumptions & Exclusions:

1. Legal descriptions, Boundary Survey, ALTA and any effort to establish any easements will be provided to ANNUAL CONSULTANT by the City of Chandler.
2. All base, right-of-way, sheet cuts, and property line information will be generated from the topographic ground survey being completed by the ANNUAL CONSULTANT team as part of this project. Right-of-way, property line and any boundary information will be based on information provided to the team by the City.
3. The ANNUAL CONSULTANT Design Team is not providing or producing any 404 Permits or 404 Applications nor are we providing any environmental or biological investigations or clearances.
4. The ANNUAL CONSULTANT Design Team will not be designing or extending any sanitary sewer.
5. This Design does not include the design of any below grade or submerged irrigation storage system or booster pump.
6. Reproduction of any sets of plans for review, permitting, or other areas, beyond what is stated in the scope, has not been included in this scope or proposal.
7. The ANNUAL CONSULTANT Design Team is not providing the cost to secure any permitting for this project
8. Utility potholing is not included in this scope of services.
9. This scope acknowledges that the project will be delivered via the Design-Bid-Build delivery method and will remain as one single, un-phased project under one cover.
10. Storm Water Pollution and Prevention Plans have not been included as part of this scope of services.
11. Existing Plant Inventory and Salvage Plans have not been included as part of this scope of services.
12. ANNUAL CONSULTANT is not providing any drainage analysis, reports, or construction documents for any drainage improvements directly associated with the tennis court improvements or their impacts to existing drainage features.
13. Public involvement and production of renderings or presentation boards has not been included in this scope of services.
14. Post Design/Construction Support services have not been included in this scope of services.
15. This scope of services does not include any electrical engineering or electrical design services.
16. This scope does not include any pre-application process or efforts

This Exhibit represents the entire understanding of the Design Scope of Work as set out herein and may only be modified in writing signed by both parties.

**EXHIBIT B
FEE SCHEDULE**

Classification	Man Hours	Current Rates		Total	
Project Engineer - Senior	52	\$51.00		\$2,652.00	
Project Engineer	113	\$40.50		\$4,576.50	
Engineer/Designer	70	\$30.00		\$2,100.00	
Senior Project Landscape Architect	60	\$53.33		\$3,199.80	
Project Landscape Architect	66	\$42.83		\$2,826.78	
Landscape Designer	34	\$27.21		\$925.14	
CADD / Designer	192	\$33.00		\$6,336.00	
Total Hours	587				
			Total Labor:	\$22,616.22	
			Overhead @ 140.96% of Direct Labor	\$31,879.82	
			Total Labor and Overhead:	\$54,496.04	
Direct Expenses			Expenses		
Printing, Reproduction, Reprographics, Supplies Etc.			(None) (Included)		
			Total Direct Expenses	\$0.00	
Sub-consultants: Design					
Bingham Engineering Consultants, LLC - Post Tension Concrete				\$2,500.00	
Bingham Engineering Consultants, LLC - Allowance for hitting wall structural design				\$600.00	
RAMM - Geotechnical				\$3,260.00	
Ritoch-Powell Associates - Survey				\$10,680.00	
			Total Outside Services:	\$17,040.00	
			Total Cost:	\$71,536.04	
			Fixed Fee at 10%	\$7,093.60	
			Fixed Capitol Cost of Money (FCCM) @0.31%	\$168.94	
			Design Cost:	\$78,798.59	
			Owner Allowance:	\$5,000.00	
			Total Design Cost:	\$83,798.59	