



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP15-021**

1. Agenda Item Number:
25
2. Council Meeting Date:
August 14, 2014

TO: MAYOR & CITY COUNCIL

3. Date Prepared: July 14, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Project Agreement with J2 Engineering & Environmental Design, LLC, for park design services.

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to J2 Engineering & Environmental Design, LLC, for Citrus Vista Park, Project No. PR1410.202, pursuant to Annual Engineering Services Contract, No. EN1302.101, in an amount not to exceed \$135,751.00.

7. BACKGROUND/DISCUSSION: Each year the Community Services Department receives requests made by citizens for additional neighborhood parks. In 2006, the City of Chandler purchased 10.02 acres of land (Citrus Vista Park site) located in the square mile bordered by Ocotillo, Lindsay, Chandler Heights and Gilbert roads. This park site will serve the neighborhood park needs for the residents in this square mile.

On September 12, 2013, City Council approved an annual contract with J2 Engineering & Environmental Design, LLC, for park design services. This project agreement will provide for the design and development of construction documents for the development of Citrus Vista Park. Amenities to be included are a lighted basketball court, lighted sand volleyball court, shaded playgrounds for children 2 to 5 years of age and 5 to 12 years of age, swings, ramadas, horseshoe pits, lighted walking paths, landscaping, and open turf areas.

As with all park development projects, citizen input on the design and development of this park was very important. On May 28, 2014, staff facilitated a public meeting to gather input from Chandler citizens regarding the design of the park. Over fifty (50) residents attended the meeting and their feedback was supportive, with several residents expressing their appreciation for the City Council's commitment to accelerate this project. The conceptual master plan was endorsed by the Parks and Recreation Board at their July 1, 2014 meeting.

8. EVALUATION: This project is being performed under the Annual Engineering Services Contract, No. EN1302.101, to J2 Engineering & Environmental Design, LLC. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 150 calendar days following the Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$135,751.00
Savings: N/A
Long Term Costs: N/A
Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
424.4580.5219.0.6PR639	Park Impact Fees	Citrus Vista Park	FY 2014/2015	\$135,751.00

10. PROPOSED MOTION: Move City Council award a Project Agreement to J2 Engineering & Environmental Design, LLC, for Citrus Vista Park, Project No. PR1410.202, pursuant to Annual Engineering Services Contract, No. EN1302.101, in an amount not to exceed \$135,751.00.

ATTACHMENTS: Project Agreement, Location Map

APPROVALS

11. Requesting Department

Mickey Ohland, Park Development & Operation Manager

13. Department Head

Mark M. Eynatten, Community Services Director

12. Transportation & Development

Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugas

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

PROJECT AGREEMENT NO: PR1410.202

This PROJECT AGREEMENT is made this ____ day of _____, 2014, 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 Citrus Vista Park, Project Number PR1410.202. The scope of work consists of the development of construction documents (design phase) for a new neighborhood park in Southeast Chandler. Amenities to be included in the park are a lighted high school basketball court, lighted sand volleyball, playgrounds for children 2 to 5 years of age and 5 to 12 years of age with shade structures, swings, picnic ramadas, horseshoe pits, lighted walking paths, as well as open turf play areas. An equestrian/soft surface trail will be implemented along the north side of the park within the Roosevelt Water Conservation District (RWCD) easement area, 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 One Hundred Thirty Five Thousand Seven Hundred Fifty One Dollars (\$135,751) 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 fifty calendar days and Annual Consultant agrees to complete all work within One Hundred Fifty (150) 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 _____, 2014.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Jeff Engelmann
Title: 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: AKM

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

Design Phase

Task 100 Project Definition, Site and Area Analysis, Data Collection

During this task ANNUAL CONSULTANT will establish the design and review schedule in addition to the goals and objectives with the City of Chandler (COC). ANNUAL CONSULTANT will conduct a site visit with sub-consultants and the COC to review the existing conditions and limits of work. ANNUAL CONSULTANT will also coordinate the geotechnical investigation, begin hydrological investigation, coordinate a power needs study and coordinate water demand study during this task. ANNUAL CONSULTANT will also gather and utilize other existing pertinent information from the COC to ensure that the project site issues are clearly defined and understood. ANNUAL CONSULTANT, in conjunction with the COC, will verify design components and refine the master plan.

Task 100 Deliverables to the COC will include the following:

- Geotechnical Report, Two (2) 8 ½" by 11" hard copy
- Geotechnical Report, One (1) electronic format (PDF)

Task 200 Design Development Documents (60%)

ANNUAL CONSULTANT will develop Design Development Documents and details to a 60% level of completion along with associated opinion of probable construction cost and specifications for submittal to the COC for review and comments. ANNUAL CONSULTANT will submit two (2) full size (24"x36") sets and two (2) half size (11"x17") sets of bond prints to the COC for review and distribution. The COC shall be responsible for reproductions of required additional copies beyond these amounts. ANNUAL CONSULTANT will upload electronic PDF files of all deliverables to the City's preferred reprographic shop. COC review time is anticipated to be 15 working days. Design Development plans will show the character and scope of the work to be performed by the contractor(s) on the project. Project plan sheets are anticipated to be cut at 1in=20ft scale or 1in =40ft scale dependent upon the information being conveyed. It is anticipated that there will be four (4) plan sheets at the 1in=20ft scale or two (2) plan sheets at the 1in =40ft scale to cover the project site. It is anticipated that the overall construction document set will consist of approximately 55 to 60 total sheets with subconsultants.

The Design Development plans are anticipated to include, but not limited to, the following:

1. Storm Water Pollution Prevention Plans and Details (40 scale)
2. Demolition Plans (40 scale)
3. Grading and Drainage Plans (20 scale)
4. Potable Water Line Plans (20 scale) and Details
5. Reclaimed Water Line Plans (20 scale) and Details
6. Hardscape Plans (20 scale), Details, and Enlargements
7. Coordinate Geometry Plans (20 scale)
8. Landscape Plans (20 scale), Details, and Enlargements
9. Irrigation Plans (20 scale), Details, and Enlargements (by ANNUAL CONSULTANT subconsultant)
10. Electrical Plans (20 scale) and Details (by ANNUAL CONSULTANT subconsultant)

ANNUAL CONSULTANT will also develop a preliminary drainage report for the project. The drainage analysis will include review of existing drainage reports for existing adjacent subdivisions to understand the off-site flows that are entering the project site and the volume of off-site water to be retained within the project site from the adjacent existing half street improvements. The COC to provide all existing drainage reports for adjacent subdivisions. No new off-site hydrologic studies will be performed. ANNUAL CONSULTANT will perform an analysis of on-site drainage requirements to ensure that the park design accommodates the 100

year 2 hour storm event and the required adjacent half street improvements, as well as ensure that historic flow patterns are maintained. The drainage report will be 8 ½" by 11" format for text and calculations with 11" x 17" exhibits.

ANNUAL CONSULTANT will also send one (1) full-size (24"by36") set of plans and one (1) CD with PDF files of plans to the following utility agencies for utility conflict review:

- Roosevelt Water Conservation District
- Salt River Project (Distribution)
- Cox Communications (Fiber Optic)
- Cox Communications (Cable)
- Century Link
- Southwest Gas

Utility Agency review time is anticipated to be 15 working days.

COC will be responsible for distribution of project plans to COC utilities such as water, reclaimed water, sewer, and well site for utility conflict review. COC review time is anticipated to be 15 working days.

Task 200 Deliverables to the COC will include the following:

- Design Development Documents, two (2) Full-size set
- Design Development Documents, two (2) Half-size sets
- Design Development Opinion of Probable Construction Cost, four (4) sets
- Design Development Specifications, four (4) sets
- Preliminary Drainage Report, four (4) sets
- PDF Files of all Deliverables

Task 300 Pre-Final Construction Documents (95%)

After receiving comments from the COC on the 60% Design Development plans, ANNUAL CONSULTANT will develop Pre-Final Construction Documents and details to a 95% level of completion along with associated opinion of probable construction cost and Specifications for submittal to the COC for review and comments. ANNUAL CONSULTANT will also refine the drainage report for the project based on the current design plans and previous COC comments. ANNUAL CONSULTANT will submit two (2) full size (24"x36") set and two (2) half size (11"x17") sets of bond prints to the COC for review. The COC shall be responsible for reproductions of required additional copies beyond these amounts. ANNUAL CONSULTANT will upload electronic PDF files of all deliverables to the City's preferred reprographic shop. The COC review time is anticipated to be 15 working days.

ANNUAL CONSULTANT will also send one (1) full-size (24"by36") set of plans and one (1) CD with PDF files of plans to the following utility agencies for utility conflict review:

- Roosevelt Water Conservation District
- Salt River Project (Distribution)
- Cox Communications (Fiber Optic)
- Cox Communications (Cable)
- Century Link
- Southwest Gas

Utility Agency review time is anticipated to be 15 working days.

The COC will be responsible for distribution of project plans to the COC utilities such as water, reclaimed water, sewer, and well site for utility conflict review. The COC review time is anticipated to be 15 working days.

Task 300 Deliverables to the COC will include the following:

- Pre-Final Construction Documents, two (2) Full-size set
- Pre-Final Construction Documents, two (2) Half-size sets
- Pre-Final Opinion of Probable Construction Cost, four (4) sets
- Pre-Final Specifications, four (4) sets
- Final Drainage Report, four (4) sets
- PDF Files of all Deliverables

Task 400 Maricopa County Environmental Services Approval to Construct

ANNUAL CONSULTANT will take the 95% Pre-Final Construction Document plans developed for the project and submit them to the Maricopa County Environmental Services (MCESD) Water and Waste Management Division for their review of the reclaimed water irrigation system and booster pump. In order to receive an Approval to Construct (ATC) from MCESD. The submittal package is anticipated to include a transmittal letter, a check for payment of the initial review fee, supplemental requests for additional information form, application for approval to construction, and design documentation. ANNUAL CONSULTANT has carried an allowance item to pay for the review fees that MCESD will charge. It is anticipated that minimum fees charged will be \$250 for a Reuse Facility/System and \$675 for Booster Pump. The COC will be responsible for any additional review fees beyond this allowance amount.

Task 400 Deliverables to MCESD will include the following:

- Pre-Final Construction Documents pertaining to reclaimed water irrigation system, one (1) half-size set (11x17 Bond)
- One (1) three-ring binder containing the following:
 - i. Design Report (8 ½ x 11 Bond)
 - ii. Technical Specifications (8 ½ x 11 Bond)
 - iii. Engineering Calculations (8 ½ x 11 Bond)

Task 500 Final Construction Documents (Bid Set)

After receiving comments from the COC on the 95% Pre-Final Construction Document plans, ANNUAL CONSULTANT will develop Final Construction Documents and details to a Bid Ready level of completion along with associated opinion of probable construction cost, bid tab, and Specifications for submittal to the COC. ANNUAL CONSULTANT will submit one (1) set of sealed and signed full size (24"x36") Mylar prints of the final construction documents. ANNUAL CONSULTANT will upload electronic PDF files of all deliverables to the City's preferred reprographic shop. These plans will be used to bid this phase of the project for construction. The COC shall be responsible for the reproductions of the bid sets.

Task 500 Deliverables to the COC will include the following:

- Final Construction Documents, one (1) Full-size set (Mylar)
- Final Opinion of Probable Construction Cost, one (1) set (Excel Format)
- Final Bid Tab, one (1) set (Excel Format)
- Final Specifications, one (1) set (Word Format)
- PDF Files of all Deliverables

Task 600 Project Meetings

All meetings, with the exception of the site visit, are anticipated to be held at the COC Parks and Recreation Facility at 650 E. Ryan Road. It is anticipated that the COC will secure a meeting room and invite all required City staff for attendance at the various project meetings. ANNUAL CONSULTANT will prepare an agenda, sign-in sheet, and meeting minutes for each meeting. All meetings are anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. ANNUAL CONSULTANT will attend the following meetings:

- Project Kick-Off Meeting, one (1) meeting. ANNUAL CONSULTANT will have two (2) representatives at this meeting.
- Team Site Visit, one (1) meeting. ANNUAL CONSULTANT will have two (2) representatives at this meeting.
- Utility Coordination meeting, one (1) meeting. ANNUAL CONSULTANT will have two (2) representatives at this meeting.
- Design Progress meeting, five (5) meetings. ANNUAL CONSULTANT will have two (2) representatives at these meetings.
- Comment Resolution meetings (60% and 95%), Two (2) meetings. ANNUAL CONSULTANT will have two (2) representatives at these meetings.

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 their request 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 Design Team whenever 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 and has no 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, Exceptions, and Exclusions:

1. The COC shall provide all necessary Title Reports, Legal descriptions, etc. to the Design Team to establish rights of ways and existing easements for the project site. This scope of services does not include providing legal descriptions or exhibits for providing any new easements, dedications, or rights of ways establishment.
2. The Design Team has not included any re-platting or rezoning efforts in this scope of services.
3. The Design Team is not providing or producing any environmental or biological investigations or clearances.
4. Reproduction of all construction sets shall be paid by others and have not been included in this scope of services.
5. The Design Team is not providing any COC permitting fees for this project. All COC permitting fees shall be paid for by the COC. The design team has included an allowance for MCESD review fees for the ATC and AOC. No other permit fees have been included in this scope of services or fee proposal.
6. This scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.
7. Utility potholing and/or designating utilities has not been included in this scope of services. It is assumed that the contractor will be responsible for all potholing and underground utility investigation.
8. This Design does not include the design of any below grade or submerged irrigation storage system.
9. Development of phasing plans or development of bid alternates has not included in this scope of services. This scope of services assumes that the project will be bid as one package under one cover.
10. The design team is not designing or extending any sanitary sewer on the site or to the site.
11. Potable Water line design is limited to tapping into the existing City of Chandler water line that is on the project site and providing potable water to drinking fountains, volleyball courts, and quick couplers/hose bibs at the ramadas.
12. Reclaimed Water line design by ANNUAL CONSULTANT is limited to tapping into existing City of Chandler Reclaimed water line that is at the intersection of Brooks Farm Road and Mustang Drive and providing a new meter on the southwest corner of the project site. The ANNUAL CONSULTANT subconsultant providing the landscape irrigation design for the park will develop plans to extend the reclaim water from the meter into the park's landscape irrigation distribution network.
13. No Architectural Services have been included in the scope of services and there are no buildings or walled enclosures of any kind included with this scope of services.
14. No Structural Engineering services have been included in the scope of services. It is assumed the following park elements will have a deferred submittal by the contractor to the COC and will include all structural engineering plans and calculations with that deferred submittal: Post tensioned basketball court, ramadas of varying sizes, and the fabric shade structures over the playground equipment. An Allowance amount has been included by ANNUAL CONSULTANT to provide structural design drawings and calculations of custom ramada structures should the City request them. The allowance amount for the structural design of ramadas is based on working directly with

Classic Recreation Systems. It is assumed that light pole footings and minor retaining walls will not require structural design or calculations for permitting.

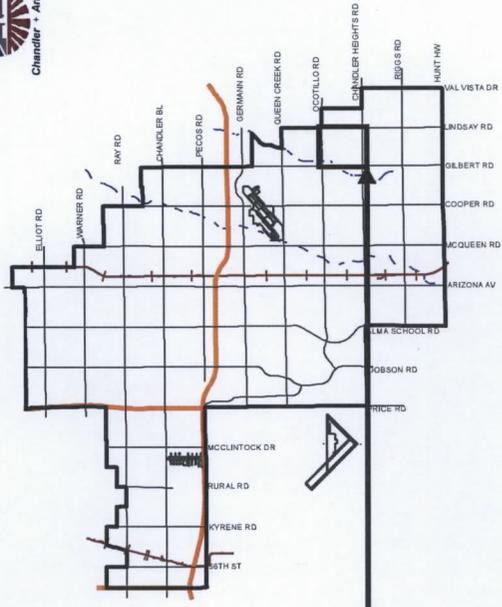
15. The COC shall supply standard COC park details and associated specifications in an electronic format for all standard parks equipment as the City has available. The Design Team will include the COC standard details into the design plans and specifications as a separate appendix.
16. The design team is not designing any playground equipment. Design of playground equipment will be by the COC's preferred manufacturer. The design team will provide an allotted space and footprint area for these equipment items to be incorporated by others. The COC shall supply all standard details and associated specifications in an electronic format for all equipment as the City has available. The Design Team will include the COC's preferred manufacturer's equipment plans, details, and specifications into the design plans and specifications as a separate appendix.
17. The design team is not designing any fabric shade structures for the playground areas. Design of fabric shade structures will be by the COC's preferred manufacturer. The design team will provide an allotted space and footprint area for the fabric shade structure to be incorporated by others. The COC shall supply all standard details, and associated specifications, in an electronic format for all equipment as the City has available. The Design Team will include the COC's preferred manufacturer's equipment plans, details, and specifications into the design plans and specifications as a separate appendix.
18. No public involvement has been included with this scope of services.
19. The design team is not reviewing the contractor pay requests, nor providing any field measurements of actual work installed.
20. ANNUAL CONSULTANT is not providing any special inspections (structural, geotechnical, electrical, etc.) or materials testing. It is assumed these will be performed by City inspectors.
21. The design team is not providing any erosion control or SWPPP inspections.
22. The design team is not providing any new off-site hydrological studies or analysis.
23. Nursery visits to tag plant material has not been included with this scope of services.

EXHIBIT B

FEE SCHEDULE

Classification	Man Hours	Current Rates	Total (rounded to nearest whole dollar)
Design Manager / Principal	4	\$186.06	\$744.00
Senior Project Engineer	77	\$135.56	\$10,438.00
Engineer / Designer (Project Engineer)	158	\$107.65	\$17,009.00
Senior Project Landscape Architect	80	\$141.75	\$11,340.00
Project Landscape Architect	159	\$113.84	\$18,101.00
Landscape Designer	236	\$74.64	\$17,615.00
CADD / Designer	281	\$87.71	\$24,647.00
Total Hours	995	Total Fee	\$99,894.00
Total Labor, Overhead, and Profit:			\$99,894
Subconsultants: Design			
Wright Engineering			\$8,750.00
RAAM Engineering			\$4,300.00
Carl Komiesky			\$17,832.00
Allowance Items			
Structural Engineering Allowance			\$4,000.00
Maricopa County Environmental Services Review Fee Allowance			\$975.00
Total Outside Services:			\$30,882.00
Total Allowances:			\$4,975.00
Total Cost J2 and Subconsultant			\$130,776.00
Total J2 Design Cost with Allowances:			\$135,751.00

CITRUS VISTA PARK PROJECT NO. PR1410.202



MEMO NO. CP15-021

 CITRUS VISTA PARK

