



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-109**

1. Agenda Item Number:
29
2. Council Meeting Date:
November 20, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: October 21, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Approve a one (1) year extension to the existing annual contract for engineering services with J2 Engineering and Environmental Design, LLC, Annual Contract No. EN0716-101, in an amount not to exceed \$200,000 and award a project agreement for Armstrong Park, Project No. PR0820-201, pursuant to this annual contract, in an amount not to exceed \$42,496.

6. RECOMMENDATION: Staff recommends that Council approve a one (1) year extension to the existing annual contract for engineering services with J2 Engineering and Environmental Design, LLC, Annual Contract No. EN0716-101, in an amount not to exceed \$200,000 and award a project agreement for Armstrong Park, Project No. PR0820-201, pursuant to this annual contract, in an amount not to exceed \$42,496.

7. BACKGROUND/DISCUSSION: Armstrong Park is a 3.0-acre site and is the former location of the Arizona Railway Museum. This project will develop the site as a neighborhood park with landscaping, lighting, pathways, and other site improvements. A public meeting was held on August 21, 2008 to receive comments regarding the improvements anticipated and any concerns of area residents. Staff will incorporate comments received in the design development of this project.

8. EVALUATION PROCESS: On November 8, 2007 J2 Engineering and Environmental Design, LLC was awarded an annual contract for engineering services for park design services, No. EN0716-101. The consultant selection process was conducted in accordance with established City policies and procedures. Staff recommends the approval of a one-year extension to this annual contract and award of this project agreement to J2 Engineering and Environmental Design, LLC based on suitability for the specific project, expertise, experience on similar projects, and availability. The extension of the annual contract will run through November 19, 2009. The proposed costs for this project have been reviewed by City Staff and compared to historical costs and have been determined to be acceptable.

9. FINANCIAL IMPLICATIONS:

Original Contract Amount:	\$42,496
Savings:	N/A
Long Term Costs:	N/A

Fund Source:

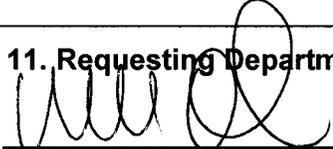
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
422.4580.0000.6611.8PR400	Neighborhood Park SDF	Neighborhood Park Dev.	FY 07/08	\$42,496

10. PROPOSED MOTION: Move that Council approve a one (1) year extension to the existing annual contract for engineering services with J2 Engineering and Environmental Design, LLC, Annual Contract No. EN0716-101, in an amount not to exceed \$200,000 and award a project agreement for Armstrong Park, Project No. PR0820-201, pursuant to this annual contract, in an amount not to exceed \$42,496, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement, Notice of Extension EN0716-101

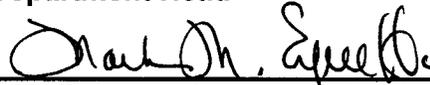
APPROVALS

11. Requesting Department



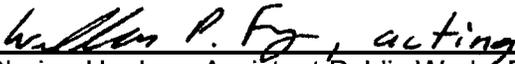
Mickey Ohland, Park Development and Operations Manager

13. Department Head



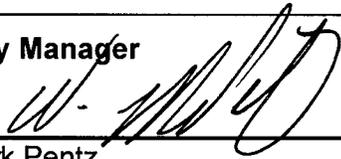
Mark M. Eynatten, Community Services Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/City Engineer

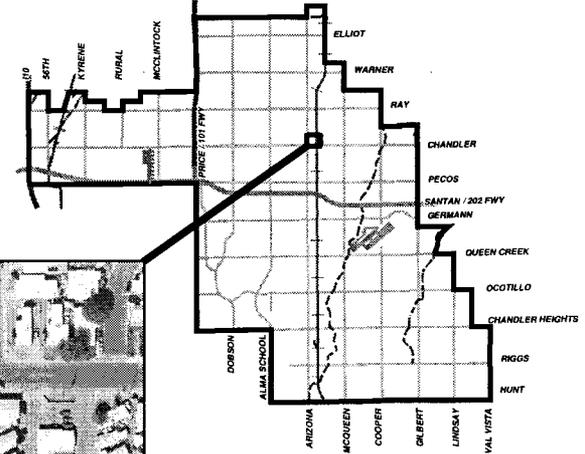
14. City Manager



W. Mark Pentz



ARMSTRONG PARK PROJECT NO. PR0820-201



MEMO NO. CA09-109



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0716-101**

AGREEMENT NO: PR0820-201

This AGREEMENT is made this day of 2008, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and J2 Engineering and 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. EN0716-101.

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

ARTICLE 1. DESCRIPTION OF WORK

This project is Armstrong Park, Project Number PR0820-201. The scope of work consists of providing design services for preliminary research through post construction documents for Armstrong Park, 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 Forty Two Thousand Four Hundred Ninety Six Dollars (\$42,496) determined and payable as set forth in Annual Contract EN0716-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

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

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0716-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCURMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subconsultants") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subconsultant to ensure compliance with Contractors Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

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

This Agreement will be effective on this _____ day of _____, 2008.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Jeff Holmquist
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 Velasquez
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**

Annual Consultant shall provide the following services:

Task	Description
Task I:	PRELIMINARY RESEARCH
1	Perform a Document Search for utility as-builts.
2	Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project.
3	Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
4	Research utility companies/agencies and acquire all available as-built and utility records.
5	Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by Owner.
Task II:	UTILITY/AGENCY COORDINATION:
6	Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
7	DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the design process.
8	DESIGN CONSULTANT shall coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, extension of re-claimed water line, and Pecos Park irrigation modifications to adapt the existing irrigation system to the use of re-claimed water
9	DESIGN CONSULTANT shall submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
10	DESIGN CONSULTANT shall conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
11	DESIGN CONSULTANT shall follow-up with the final design submittal for utility construction and coordination with the bid documents.
12	DESIGN CONSULTANT shall incorporate the utility/agency construction requirements into the bid documents if provided by the utility/agency.
Task III:	GEOTECHNICAL INVESTIGATION:
13	Sub-surface soil conditions, established by the geotechnical investigations, shall be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
Task IV:	PROGRAMMING
14	DESIGN CONSULTANT shall meet with City staff design/constructability team to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements. The DESIGN CONSULTANT shall be a team member.
15	DESIGN CONSULTANT shall prepare a "Program" which will: Establish construction budget in coordination with the JOC or CM@R. Complete documentation of site survey from preliminary work and define space requirements and amenities necessary to accommodate planned activities at park.
Task V:	DESIGN DEVELOPMENT (60% Document Review):
16	Develop a site plan. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
17	Review and advise CITY with regard to the Guaranteed Maximum Price if submitted by either the JOC or the CM@ Risk at completion of schematics.
18	Create an outline specification.

19	Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, electrical, and special irrigation systems. Perform code reviews and implement requirements into the design documents.
20	Prepare a construction cost estimate for verification with the budget. Re-design as necessary to realign the design with the construction budget.
21	Conduct a full document set (plans & specs) review in the presence of all consultants, JOC or the CM@R and CITY'S representatives and any other stakeholders.
22	Submit the project to the CITY for a Development Standards review. This submittal will be coordinated through CITY'S designated reprographics company.
23	Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.
24	Value Engineer the design cooperatively with the entire design team including JOC or CM@R and CITY'S representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
Task VI:	CONSTRUCTION DOCUMENTS (100% Document Review):
25	Coordinate, meet, and team with DESIGN CONSULTANT on all design and constructability review.
26	Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid (if necessary) or utilize the City's JOC or CM@R contracts to construct the project in its entirety. Submit construction documents to CITY Development Services for review per CITY requirements.
27	Cover sheet to be provided by CITY on diskette (AutoCAD 2004).
28	Provide the City of Chandler with a copy of the AutoCAD files.
29	Conduct a full document set (plans & Specs) review in the presence of all consultants, JOC or the CM@R and CITY'S representatives.
30	Review/coordinate construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. Review and advise CITY with regard to the Guaranteed Maximum Price submitted by either the JOC or the CM@R.
Task VII:	FINAL CONSTRUCTION DOCUMENTS:
31	Submit completed documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include redline reviewed drawings and comments received from previous review along with a review summary indicating action taken.
32	Pick-up plan review final comments and prepare stamped Mylar coversheet with stamped bond documents for reproduction. CITY will have the bid sets reproduced from these originals.
33	Assist CITY in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline
34	Prepare addenda, for CITY'S Project Manager, for review and approval by CITY. CITY will distribute.
Task VIII	CONSTRUCTION ADMINISTRATION
35	Attend and participate in the pre-construction conference for the purposes of establishing lines of communication, project protocol as well as answering design questions/RFI's.
36	Assist CITY with the review of contractor's schedules, and then make a recommendation regarding approval.
37	Assist Owner in the review of the Contractors "value engineering" suggestions and then make a recommendation. (Most of this will already have occurred during the Design phase with the JOC and or the CM@R, however, there may be value engineering suggestions due to conditions found in the field.

38	Evaluate contractor claims and disputes between CITY and contractor and provide a written determination to CITY within seven (7) days of the date such matter is submitted to DESIGN CONSULTANT.
39	In the event of a claim or dispute by contractor, interpret the requirements of the Contract Documents and judge the acceptability of the Work there under. Make written recommendations to the City on all claims of the Contractor related to; the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, or additional work as deemed necessary by the City (within 7 days).
40	Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 36 hours).
41	Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 10 days), as requested in coordination with the DESIGN CONSULTANT contractor.
42	Perform three (3) site visits. During these visits, produce "field reports" documenting progress and issues. This effort does not include and is independent of special inspections.
43	Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and contractor prepared construction schedule. Make a recommendation regarding approval.
44	Conduct with City an inspection to determine if project is substantially complete. Substantial completion inspection is to determine if the work is completed to the standard required by the contract documents. Prepare a preliminary punch list and provide to City and Contractor.
45	Conduct with City a final inspection to assist City to develop the final punch list and assist in final re-inspection.
46	DESIGN CONSULTANT shall determine when the Project is complete and recommend, in writing, to CITY, acceptance of the Project but only after DESIGN CONSULTANT has performed a final inspection which confirms that the contractor has fulfilled all obligations under their contract and is entitled to final payment. Such a recommendation is DESIGN CONSULTANT's written notice to City and Contractor that the work is complete and the Project is acceptable.
47	Receive, review and approve/disapprove Operations & Maintenance manuals (within 2 weeks).
Task VIV	POST CONSTRUCTION:
48	Design Consultant shall prepare and deliver to CITY, record drawings of the constructed work on 4 mil Mylar with complete electronic files for the Project in AutoCAD 2004. As-built information will be obtained from redlined drawings prepared by the contractor. Design Consultant shall provide to CITY six (6) electronic copies (CD-ROM) of the drawings in AutoCAD 2004 for CITY and for distribution to affected utilities. DESIGN CONSULTANT shall complete as-built drawings within 30 days of final acceptance of project by CITY.

**EXHIBIT B
FEE SCHEDULE**

TASK	DESCRIPTION	AMOUNT
Task I:	PRELIMINARY RESEARCH	\$551.00
Task II:	UTILITY/AGENCY COORDINATION:	\$1,067.00
Task III:	GEOTECHNICAL INVESTIGATION:	\$418.00
Task IV:	PROGRAMMING	\$467.00
Task V:	DESIGN DEVELOPMENT (60% Document Review):	\$12,550.00
Task VI:	CONSTRUCTION DOCUMENTS (100% Document Review):	\$6,084.00
Task VII:	FINAL CONSTRUCTION DOCUMENTS:	\$2,024.00
Task VIII:	CONSTRUCTION ADMINISTRATION	\$6,293.00
Task VIV	POST CONSTRUCTION:	\$1,587.00
	SUBTOTAL	\$31,041.00
	FEE (D.L. +O.H)* 10%	3,105.00
	SUBCONSULTANT - ELECTRICAL	5,900.00
	ELECTRICAL POST DESIGN ALLOWANCE	2,450.00
	SUBTOTAL	8,350.00
	TOTAL	42,496.00

EXHIBIT C

**Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

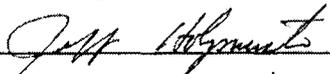
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: PR0820-201		
Project Name: Armstrong Park		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subconsultants performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Engineer/Annual Consultant has identified all consultant and subconsultant employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Engineer/ Annual Consultant (Employer) or Authorized Designee:



Printed Name: Jeff Holmquist

Title: President

Date (month/day/year): 11/3/08

NOTICE OF EXERCISE OF OPTION TO EXTEND
ANNUAL CONTRACT FOR PARK DESIGN
PROJECT NUMBER EN0716-101

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and **J2 Engineering & Environmental Design, LLC**, a limited liability company licensed to do business in Arizona, (hereinafter referred to as "ANNUAL CONSULTANT") to enter into an Annual Contract for Park Design (hereinafter referred to as "AGREEMENT") which was approved by the City Council on November 8, 2007 and executed on November 19, 2007.

1. This AGREEMENT authorized CITY the option to extend this AGREEMENT for four one-year terms.
2. CITY hereby gives notice of the exercise of its option to extend the AGREEMENT for one year pursuant to the same terms and conditions as the AGREEMENT.
3. This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office.
4. Section 20, of the above referenced Contract, is hereby; amended by adding additional language Required Compliance With Arizona Procurement Law described in more detail in Exhibit A attached hereto and incorporated herein by reference.
5. The total cost of work issued to the ANNUAL CONSULTANT by the City of Chandler will not exceed Two Hundred Thousand dollars (\$200,000).
6. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

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

This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office

This Notice is hereby signed and approved by CITY and ANNUAL CONSULTANT

CITY OF CHANDLER

ENGINEER:

MAYOR Date

By: *Jeffery H. Hymowitz*
Title: President

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney by: *[Signature]*

Secretary

ATTEST:

WITNESS: (If individual or Partnership)

City Clerk

SEAL

EXHIBIT A (cont.)

**Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: EN0716-101		
Project Name: Annual Park Design		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subconsultants performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Engineer/Annual Consultant has identified all consultant and subconsultant employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Engineer/ Annual Consultant (Employer) or Authorized Designee:

Jeff Holmquist

Printed Name: Jeff Holmquist

Title: President

Date (month/day/year): 11/3/08

EXHIBIT A

REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.