



PROFESSIONAL SERVICES AGREEMENT

Design Services

MESQUITE GROVES PARK

Project No. PR2401.202

Council Date: March 27, 2025

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **J2 Engineering & Environmental Design, LLC**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

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

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **800** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$4,731,605** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Alyssa Siqueiros , Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: Alyssa.Siqueiros@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	J2 Engineering & Environmental Design, LLC
	Mailing Address:	4649 East Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Physical Address:	4649 East Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Statutory Agent Name:	James P. O'Sullivan
	Statutory Agent Mailing Address:	2525 East Camelback Road, 7th Floor, Phoenix AZ 85016
	Statutory Agent Physical Address:	2525 East Camelback Road, 7th Floor, Phoenix AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Jeffrey Velasquez
	Title:	Vice President
	Phone:	602-438-2221
	Email:	jvelasquez@j2design.us

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

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

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

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

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

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

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

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

"CONSULTANT"
J2 ENGINEERING & ENVIRONMENTAL DESIGN,
LLC

[Signature] 2-19-25
Signature Date

Jeffrey Velasquez
Print NAME

Principal
Title

jvelasquez@j2design.us
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

February 10, 2025

Alyssa Siqueiros
Design Project Manager
City of Chandler Capital Projects
215 E. Buffalo Street
Chandler, AZ 85225

Re: PR2401.202 – Mesquite Groves Park Final Design

Alyssa,

J2 Engineering and Environmental Design, LLC (J2 Design) is pleased to provide professional final design services for the PR2401.202 Mesquite Groves Park project. This scope of services is based upon our understanding of the project from the master planning and public input process, as well as the scope memorandum and comments received from City of Chandler on January 9, 2025. J2 will serve as the prime consultant for the project.

Project Understanding: The City of Chandler will be developing the 90-acre Mesquite Groves Park site near the corner of Riggs Road and Val Vista Drive, just north of Basha High School. It is J2's understanding that the site will be constructed in three phases of approximately 30 acres each. The project will be designed at one time by the design team, with considerations for phased construction development.

The project will be delivered via the Construction Manager at Risk (CMAR) delivery method. The design team anticipates producing multiple GMP (gross maximum price) deliverable packages in order to streamline construction activities.

Current construction funding has been set up by the City for a Phase One build. Phases Two and Three may be constructed if the City's intended Parks Bond initiative is successful in the Fall of 2025. Construction will most likely be phased, but phasing limits are not known at this time. Post-design services are not included with this fee proposal; Post-design services may be added at a later date as requested by City of Chandler.

Our estimated **Not-to-Exceed** fee for this project is as follows.

Design:

J2 Design (project mgmt. / landscape architecture / site civil eng.)	\$2,567,927.00
Action Sports Design (skate park / cycle track)	\$182,000.00
DLR Architecture (restroom buildings, ramadas, enclosures)	\$695,000.00
Ethos Engineering (structural / geotechnical)	\$93,107.00
Lisa Ranzenberger (signage / wayfinding)	\$10,788.00
Nfra, Inc. (roadway civil and utilities)	\$315,750.00
Wright Engineering (electrical engineering & lighting)	\$172,850.00
Subtotal Design:	\$4,037,422.00

Allowances:

City of Chandler Owner's Allowance	\$400,000.00
Utility Potholing	\$4,500.00
MCESD Submittal Requirements and Fees	\$20,000.00
Phasing Package Sets for Phases Two and Three	\$100,000.00
Architectural Additions to Scope as Needed	\$75,000.00
Structural Retaining Wall Design	\$11,555.00
Structural Entry Monument Design	\$10,128.00
Traffic Circle Consultation as Needed (TBD)	\$10,000.00
Additional Public Outreach as Needed (MakPro / J2)	\$30,000.00
Additional Meetings as Needed	\$10,000.00
Architectural Food Service Consultant for Concessions as Needed	\$10,000.00
Legal Descriptions & Exhibits for Easements / TCE's	\$5,000.00
Lake Water Quality Design (Aquatic Consulting & Testing)	\$8,000.00
Subtotal Allowances:	\$694,183.00

Total Design and Allowances: **\$4,731,605.00**

Thank you for the opportunity to provide professional services on this landmark project and for the ability for J2 to serve the City of Chandler once again. Please contact me if you have any questions.

Sincerely,



Jeffrey Velasquez, PLA, ASLA
Principal Landscape Architect
jvelasquez@j2design.us
m 480.720.0858

cc: Mickey Ohland, Kurt Hoffman, City of Chandler

PR2401.202 Mesquite Groves Park

Scope of Services: Design

Based on City Staff and Public Input, the program for the Mesquite Groves Park site is anticipated to be:

- 2 to 3 multi-use fields
- 3 to 4 diamond fields
- A 2-zone dog park
- Skate Park with Cycle/Pump-Track
- 6 Post-Tension Pickleball Courts
- 2 Post-Tension Basketball Courts
- 2 to 6 Sand Volleyball Courts
- Splash Pad with Recirculated Water System
- Major Destination Inclusive Playground
- Secondary Inclusive Playground at Multi-Use Field Area
- Possible Small Playground at Diamond Field Plaza
- 4 to 5-Acre Fishing Lake with Pump Enclosure including Pumps, Wet Well, Water Feature, and Recirculation System
- Maintenance Yard with Storage and Small Office Building (similar to the maintenance yard at Veterans Oasis Park in Chandler)
- 2 Restroom-Concession Buildings
- 2 Standard Restroom Buildings
- Possible cricket field overlayed on the multi-use fields
- Picnic Ramadas
- Large Destination Ramadas
- Soft-surface Jogging Trails and Concrete Paths
- Possible exercise nodes
- Area for a possible future 25,000 square foot recreation center
- Area for a possible future air-nasium or field house
- Parking lots and park roadway
- Lighting and electrical improvements, including sports lighting
- Traffic signal at Val Vista Drive, including coordination with Town of Gilbert
- Fabric shade structures
- Site amenities (benches, bike racks, drinking fountains)
- Utility infrastructure
- Possible undergrounding of part of the RWCD canal along Cloud Road alignment
- Landscape and Irrigation with Central Controllers

Task 100: Site Investigation

J2 will attend a kick-off meeting with key stakeholders on the project. J2 will attend a site visit with the team.

Note: Site Survey was completed as part of the PR2401.201 master plan agreement. Survey of sanitary sewer pipe inverts and manhole depths is to be completed under that master plan agreement as well.

J2 will request as-builts and previous geotechnical and drainage reports from the City associated with the site and surrounding areas to review.

J2 Team will request a bluestake design ticket to identify utilities within the area and request mapping for those affected utilities.

J2 will coordinate the geotechnical investigation, including agronomy testing.

Meetings:

- Kick-off Meeting – One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have five (5) representatives at this meeting.
- Site Visit – One (1) meeting. This meeting is anticipated to be three (3) hours in duration. J2 will have six (6) representatives at this meeting.

Deliverables:

- Geotechnical Report, to include recommendations for building sites, pavement zones, and lake area

Task 200: Public Involvement

J2 will prepare public presentation boards and attend a public meeting to update the surrounding community on design status. J2 anticipates that this meeting may occur sometime around the 60% design submittal stage. J2 will provide presentation boards for the public meeting. City of Chandler will be responsible for securing meeting locations and rooms. J2 is carrying an allowance for public involvement assistance from MakPro, as needed. Should MakPro's services be approved by City of Chandler, MakPro will provide all meeting notification advertisement mailers for the public.

Deliverables: For the public meeting (*exact deliverables may vary depending upon the final approved engagement strategy*)

- One (1) Plan View Presentation Board portraying the project improvements on an aerial background (estimated 36"x48" board size).

- One (1) Supplemental Presentation Board (24"by 36") with additional graphic images such as sections, elevations, perspectives, and hardscape elements, as required, to portray the key elements or features of the project to the public
- Video Fly Through on a loop

Meetings:

- Public Meeting – One (1) meeting. This meeting is anticipated to be three (3) hours in duration. J2 will have three (3) representatives at the meeting.
- Note: this public meeting task may be substituted for a Parks Commission or other meeting as required by City of Chandler if a public meeting is not required.

Task 300: Design Development: Advanced Concepts

J2 will develop advanced concepts for specific areas of the project for various elements and amenities throughout the park. The J2 team will work collaboratively with COC staff to develop these advanced concepts. Areas of focus for these concepts will include, but will not be limited to: playgrounds, splash pad, shade elements, lake zone, parking areas, sports facilities, entry monuments, architecture, traffic circle, traffic calming measures, circulation patterns, landscape palette, hardscape materials, lighting, and the other COC and community-desired program elements. J2 will develop concept plans and sketches in a 3D model utilizing a combination of CAD, Sketchup, and Lumion software – in addition to photoshop, cad and hand-drawn sketches. Where appropriate, J2 will extract various perspective views from the 3D models to portray design intent.

After receiving input on the preliminary advanced concept designs, J2 will refine the concepts with COC input. J2 will continue to develop a video flythrough rendering of the park showing the proposed amenities. The refinements from Task 300 will be utilized in the construction documents preparation to follow in Task 400

Deliverables:

- Preliminary Advanced Concepts (24"x36")(PDF) Plan and Perspective Views – Up to thirty (30) design elements.
- Refinements of Advanced Concepts (24"x36")(PDF) Plan and Perspective Views – Up to thirty (30) design elements.
- Flythrough Video (mp4) in Lumion/Sketchup.

Task 400 – Construction Documents (30%, 60%, 95%, and Final)

J2 will develop construction documents, and provide staged submittals at the 30%, 60%, 95%, and Final levels of completion. J2 will submit one (1) full-size hard copy set of plans at each stage to COC Parks Office for review. Final approved plans will be used by the CMAR to provide their final GMP. J2 will also submit a Pre-Tech Review Package of project elements to COC at the 30% review stage to facilitate design review coordination with COC staff. Pre-Tech Package is anticipated to contain thirty (30) full-size 24"x36" sheets.

The Design plans developed by J2 are anticipated to include the following:

1. Overall Project Cover Sheet
2. General Notes Sheet
3. Legends and Abbreviations Sheet
4. Master Sheet Index
5. Plan Key Map Sheet
6. Site Plan
7. Fire Access Plan
8. Quantities Summary Sheet
9. Storm Water Management Plans and Details
10. Coordinate Geometry Plans
11. Coordinate Geometry Control Tables
12. Lake and Pump Plans and Details
13. Mass Grading Plans (early GMP)
14. Final Grading Plans (secondary GMP)
15. Grading Enlargement Plans
16. Grading Enlargements
17. Grading Typical Sections Sheets
18. Parking Lot Paving Plans
19. Dry Utility Coordination
20. Site Civil Details
21. Storm Drain Plan & Profile Sheets
22. Hardscape Summary and Quantity Sheets
23. Hardscape Plans and Details
24. Hardscape Enlargement Plans
25. Landscape Summary/Gen Notes/Quantity Sheet
26. Landscape Plans and Details
27. Irrigation Summary/Gen Notes/Quantity Sheets
28. Irrigation Plans and Details
29. Irrigation Mainline Plans and Wire Diagram Sheets
30. Site Electrical Plans and Details (By Subconsultant)
31. Traffic Signal Plans and Details (By Subconsultant)
32. Site Structural Plans and Details (By Subconsultant)
33. Building and Pump House Architectural Plans and Details, including MPE & Structural (By Subconsultant)
34. Signing and Marking Plans and Details (By Subconsultant)
35. Wet Utility Plans and Details (By Subconsultant)
36. Roadway Plans and Details (By Subconsultant)

Construction document sheets will utilize the City of Chandler standard border and at full-size will be 24"x36". Plan view sheets will be at 1"=20' scale, 1"=40' scale, and enlargements at

scales appropriate for public works construction. It is assumed that the site will be covered by twenty-six (26) plan view sheets at 20-scale and thirteen (13) sheets at 40-scale. The construction document set, including cover sheet, plan sheets, and detail sheets is anticipated to contain three hundred fifty-seven (357) sheets produced by J2.

J2 will participate in Value Engineering and Cost Reconciliation Efforts at each design deliverable stage.

J2 will develop Technical Specifications/Special Provisions for the project improvements starting at the 60% staged submittal and each subsequent submittal.

J2 will develop an Opinion of Probable Construction Cost for the project improvements starting at the 60% staged submittal and each subsequent submittal. Cost estimates will be broken out based on project phases beginning with 60% submittal stage.

J2 will develop a draft and final drainage report for on-site improvements.

J2 and subconsultants will conduct utility coordination in conjunction with CMAR and City. J2 will conduct dry utility design coordination (telecom, fiber-optic, and other communication coordination, as well as natural gas coordination as required).

Deliverables:

- Design Plans (30%, 60%, 95%, Final), one (1) full-size PDF set
- Pre-Tech Review Package in Conjunction with 30% Submittal, one (1) full-size PDF set
- Specifications (60%, 95%, Final), one (1) PDF set
- Opinion of Probable Construction Cost (30%, 60%, 95%, Final), one PDF set w/ excel spreadsheet
- Drainage Report (Draft and Final), one (1) PDF set

Task 500: Design Meetings

J2 anticipates an 18-month design schedule, inclusive of pre-design and final design tasks. J2 will attend bi-weekly design meetings for a total of thirty-six (36) meetings over the course of the 18 months. Each meeting is anticipated to be two (2) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

J2 will attend comment resolution meetings after each submittal for a total of four (4) meetings. Each meeting is anticipated to be three (3) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

J2 will attend Design Specialty / Focus Group meetings to obtain input from various user groups. The following focus groups are anticipated:

- Buildings and Maintenance Yard
- Skate Park / Pump Track (2 meetings)
- Landscape Materials
- Irrigation Materials and Practices
- Splash Pad
- Inclusive Playground
- Special Events
- Site Electrical
- Utilities / MUD
- Signage and Wayfinding
- Concessions
- Local Sports User Groups
- High School / CUSD
- Public Safety (Police and Fire Review)
- Planning Department

Each specialty / focus group is anticipated to have two (2) meetings, including follow-up, for a total of thirty (30) meetings. Each meeting is anticipated to be three (3) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

J2 will attend Value Engineering and Cost Reconciliation Meetings with City and Contractor. It is assumed that there will be eight (8) meetings, with each meeting being two (2) hours in duration. J2 will have four (4) representatives at each meeting and will provide and distribute meeting minutes after the meetings.

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. The following allowances have been established for this project:

City of Chandler Owner's Allowance: An allowance has been established to procure additional design services should the City choose to add or adjust scope or design efforts beyond this original level of involvement.

Utility Potholing: An allowance has been established to procure utility potholing services as needed to cover any initial potholing required prior to selection of the CMAR.

Maricopa Environmental Services Department (MCESD) Submittal Requirements and Fees: An allowance has been established to pay for the expedited permit review fees that will be

charged by MCESD for design features (splash pad, water line, sewer lines, reclaimed water) review and approval. This allowance amount assumes that J2 Team will prepare documentation for splash pad variances for No Fencing and No Lifeguard. This allowance has also been established to provide various reports, graphics or plan modifications based on MCESD requirements and comments on the plans.

Phasing Package Sets for Phases Two and Three: An allowance has been established to break the project into phased construction plan sets and/or multiple GMP packages in order to address budget or schedule constraints.

Architectural Additions to Scope as Needed: An allowance has been established to add additional buildings or modified architectural scope beyond the original assumptions.

Structural Retaining Wall Design: An allowance has been established to add structural retaining wall design and calculations as needed for playgrounds, splash pad, or other park amenities.

Structural Entry Monument Design: An allowance has been established to add structural entry monument design and calculations as needed for the park site.

Traffic Circle Consultation as Needed (TBD): An allowance has been established to add traffic circle engineering consultation as needed for the park. Note: NFra will provide the civil engineering design of the traffic circle; the allowance will cover a third-party specialist if required.

Additional Public Outreach as Needed (MakPro / J2): An allowance has been established to provide additional public outreach as needed for the project. MakPro or J2 may perform the outreach based on City requirements.

Additional Meetings as Needed: An allowance has been established to provide additional meetings as needed for the project.

Architectural Food Service Consultant for Concessions as Needed: An allowance has been established to provide for an architectural food service consultant if needed. This consultant would provide input and coordination on food types and concession building requirements.

Legal Descriptions & Exhibits for Easements / TCE's: An allowance has been established to provide legal descriptions and exhibits for temporary construction easements and /or other easements as needed for the project.

Lake Water Quality Design (Aquatic Consulting & Testing): An allowance has been established to provide lake water quality design consulting by Dr. Rick Amalfi of Aquatic Consulting & Testing, as needed for the project.

General Project Understanding:

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. COC shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

COC shall make available to the Design Team all existing available data and records relevant to the site.

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 and GMP's of the project.

COC shall furnish to the Design Team, upon the request of the Design Team for performing the services, any existing pertinent data prepared by or services of 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, biological, or cultural assessments, impact statements, and other relevant environmental, biological, or cultural studies pertaining to the project.

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.

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 J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental, biological, or cultural investigations on this site/project, has no knowledge of any adverse environmental, biological, or cultural conditions on the site/project, and is not responsible for and has no liability for any such condition should one be found. It is the responsibility of the COC to investigate and make these environmental, biological, 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 design and construction standards and specifications.

Design Assumptions and Exclusions:

1. Boundary Survey or ALTA Survey is not included in this scope of services.
2. COC will provide all existing as-built information to J2.
3. The Design Team has not included any re-platting, or rezoning efforts in this scope of services.
4. The Design Team is not providing or producing any 404/408 Permits or 404/408 Applications nor are we providing any environmental, cultural, or biological investigations or clearances (Categorical Exclusions, NEPA type documents).
5. Reproduction of all hard copy sets shall be paid by others and has not been included in this scope or proposal. One (1) hard copy set of plans shall be delivered by J2 to Parks Department for review at each submittal stage (30%, 60%, 95%, and Final).
6. The Design Team is not providing the cost for permitting fees for this project, beyond the allowance established for MCESD fees. All permitting fees will be paid by City.
7. This scope of services does not include the design of any construction sequencing or traffic control plans.
8. This scope of services assumes an eighteen (18) month design schedule.
9. For public meeting(s), COC will be responsible for securing a meeting room and location. J2 is carrying an allowance for public involvement assistance from MakPro, as needed. Should MakPro's services be approved by City of Chandler, MakPro will provide all meeting notification advertisement mailers for the public.

We would expect to start our services promptly after receipt of a Notice to Proceed, and complete our services in a timely manner. This Exhibit represents the entire understanding of the Scope of Work as set out herein and may only be modified in writing signed by both parties.

The J2 team scope of work is based upon this conceptual master plan exhibit, which is current as of February 2025.



Mesquite Groves Park

Conceptual Master Plan

February, 2025



Community Services
Parks & Recreation



DISCOVER IMAGINE GROW

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PR 2401.202 Mesquite Groves Park - Preliminary Schedule (Combined Phase 1&2)

ID	
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EXHIBIT "B"
COMPENSATION AND FEES



PR2401.202 - Mesquite Groves Park - Final Design

EXHIBIT "B-1"

Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL	
Task 100 - Site Investigation		\$	23,410.00
Task 200 - Public Involvement		\$	29,819.00
Task 300 - Design Development: Advanced Concepts		\$	133,071.00
Task 400 - Construction Documents (30%, 60%, 95%, Final)		\$	2,235,144.00
401	30% Design Submittal	\$	436,581.00
402	60% Design Submittal	\$	467,898.00
403	95% Design Submittal	\$	502,993.00
404	Final Design Submittal	\$	534,307.00
405	Specs, Estimate, Utilities, Drainage Report, Permitting, QA-QC	\$	293,365.00
Task 500 - Design Meetings		\$	146,483.00
Task 600 - Subconsultant Tasks		\$	1,469,495.00
601	Action Sports Design - Skate Park and Cycle Track Design	\$	-
602	DLR Architecture - Restroom Buildings, Ramadas, Maintenance Building, Enclosure Design	\$	-
603	Ethos Engineering - Structural, Geotechnical, Agronomy	\$	-
604	Lisa Ranzenberger - Signage and Wayfinding Design	\$	-
605	Nfra, Inc. - Roadway Civil Engineering and Utility Design	\$	-
606	Wright Engineering - Electrical, Traffic Signal, and Lighting Design	\$	-
ALLOWANCES		\$	694,183.00
701	City of Chandler Owner's Allowance	\$	-
702	Utility Potholing	\$	-
703	MCESD Submittal Requirements and Fees	\$	-
704	Phasing Package Sets for Phases Two and Three	\$	-
705	Architectural Additions to Scope as Needed	\$	-
706	Structural Retaining Wall Design	\$	-
707	Structural Entry Monument Design	\$	-
708	Traffic Circle Consultation as Needed	\$	-
709	Additional Public Outreach as Needed (MakPro/J2)	\$	-
710	Additional Meetings as Needed	\$	-
711	Architectural Food Service Consultant for Concessions	\$	-
712	Legal Descriptions & Exhibits for Easements / TCE's	\$	-
713	Lake Water Quality Design (Aquatic Consulting & Testing)	\$	-
TOTAL COST:		\$	4,731,605.00

PR2401.202 Mesquite Groves Park Final Design

City of Chandler

J2 Engineering and Environmental Design, LLC

2/10/2025

Labor Category:		Project Manager Senior / Principal QA-QC	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
Staff Names:		Jeff Velasquez Holzmeister Allan	Jeff Aaron Jason Touchin	Bill Fogell Grant Treinen	Alex Bramhall	Seth Placko Kurt Monte Adam Hawkins	Kexin Zhao Shane Hanneman	Kevin Wallin Aaron Hendrickson Andy Fleetwood	Maria Rios Suzie White Aurelio Lopez	
Rate:		\$ 215.27	\$ 192.47	\$ 132.32	\$ 111.77	\$ 202.60	\$ 136.76	\$ 120.93	\$ 91.46	
Task #	Task Description:									Hours Total
100	Site Investigation									
101	Kick-off Meeting (1)	2	2	0	0	2	2	2	0	10
102	Site Visit (1)	3	3	3	0	3	3	3	0	18
103	Utility and As-built Research and mapping	0	8	16	24	4	12	24	16	104
104	Subconsultant Coordination	2	0	0	2	24	0	0	0	28
200	Public Involvement									
201	Public Meeting (1)	2	0	0	0	24	24	0	24	74
202	Engagement Material Development	0	0	0	0	20	12	24	60	116
203	Subconsultant Coordination	2	0	0	0	20	0	4	0	26
300	Design Development: Advanced Concepts									
301	Concept Plans for Elements and Amenities	8	4	6	8	40	60	140	160	426
302	Design Development Refinement for Elements and Amenities	8	4	8	8	20	40	100	120	308
303	3D Modeling Design Renderings	1	1	0	0	4	16	120	128	270
304	Subconsultant Coordination	20	0	4	0	20	40	0	0	84
400	Construction Documents (30%, 60%, 90%, Final)									
401	Develop Plans and Details - 30% Design (357 Sheets)	20	395	400	300	395	400	595	690	3195
402	Develop Plans and Details - 60% Design (357 Sheets)	20	400	430	305	430	485	650	695	3415
403	Develop Plans and Details - 95% Design (357 Sheets)	24	410	460	335	450	505	740	775	3699
404	Develop Plans and Details - Final Design (357 Sheets)	24	415	490	340	485	590	795	780	3919
405	Pre-Tech Review Package (30 Sheets)	8	8	4	0	16	24	44	60	164
406	Specifications	12	40	0	0	44	40	0	0	136
407	Opinion of Probable Construction Cost	16	24	0	0	40	48	48	60	236
408	Dry Utilities Coordination	2	4	8	16	0	0	8	0	38
409	Draft and Final Drainage Report	0	24	20	40	0	0	20	24	128
410	City Permitting Coordination and Documentation	16	0	16	0	40	48	24	4	148
411	Project QA/QC	120	48	0	0	48	0	0	0	216
412	Subconsultant Coordination	8	120	40	40	240	200	80	40	768
500	Design Meetings									
501	Bi-weekly Meetings (36)	72	72	0	0	0	72	72	0	288
502	Design Specialty / Focus Group meetings (30)	90	90	0	0	90	0	90	0	360
503	Comment Resolution Meetings (4) and Comment Responses	12	12	0	0	0	12	0	12	48
504	Value Engineering and Cost Reconciliation Meetings (4)	16	0	16	0	16	0	16	0	64
505	Subconsultant Coordination	8	4	8	0	40	20	0	0	80
J2 Hours per Labor Category:		516	2088	1929	1418	2515	2653	3599	3648	18366
J2 Fee per Labor Category (Rounded to Nearest Whole Dollar):		\$ 111,079.00	\$ 401,877.00	\$ 255,245.00	\$ 158,490.00	\$ 509,539.00	\$ 362,824.00	\$ 435,227.00	\$ 333,646.00	\$ 2,567,927.00
Subconsultants:		Fee Amount								
Action Sports Design (skate park / cycle track)		\$ 182,000.00								
DLR Architecture (restroom buildings, ramadas, enclosures)		\$ 695,000.00								
Ethos Engineering (structural / geotechnical / agronomy)		\$ 93,107.00	Total Fee J2, Subconsultants, and Allowances: \$ 4,731,605.00							
Lisa Ranzenberger (signage / wayfinding)		\$ 10,788.00								
Nfra, Inc. (roadway civil engineering & utilities)		\$ 315,750.00								
Wright Engineering (electrical engineering and lighting)		\$ 172,850.00								
Total Subconsultants:		\$ 1,469,495.00								
Allowances:		Fee Amount								
City of Chandler Owner's Allowance		\$ 400,000.00								
Utility Potholing		\$ 4,500.00								
MCESD Submittal Requirements and Fees		\$ 20,000.00								
Phasing Package Sets for Phases Two and Three		\$ 100,000.00	J2 Engineering and Environmental Design, LLC							
Architectural Additions to Scope as Needed		\$ 75,000.00								
Structural Retaining Wall Design		\$ 11,555.00								
Structural Entry Monument Design		\$ 10,128.00								
Traffic Circle Consultation as Needed (TBD)		\$ 10,000.00								
Additional Public Outreach as Needed (MakPro / J2)		\$ 30,000.00								
Additional Meetings as Needed		\$ 10,000.00								
Architectural Food Service Consultant for Concessions as Needed		\$ 10,000.00								
Legal Descriptions & Exhibits for Easements / TCE's		\$ 5,000.00								
Lake Water Quality Design (Aquatic Consulting & Testing)		\$ 8,000.00								
Total Allowances:		\$ 694,183.00								

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EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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



- Action Sports Design/ Development
- Skateparks/ Plazas
- Bike Parks/ Facilities
- Construction Administration

DATE: February 5, 2025

TO: Jeff Velasquez, PLA, ASLA
Principal Landscape Architect
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

FROM: Mike McIntyre, PLA, Principal
Action Sports Design, LLC
12400 W Hwy 71, Suite 350-348
Austin, TX 78738

RE: **Mesquite Groves-Skatepark & Pump Track Planning and Design Services**

Dear Jeff:

ASD (Action Sports Design, LLC) is prepared to perform professional design services for all tasks outlined within the proposed scope of work for the Mesquite Groves Skatepark and Pump Track Planning and Design Services. This Proposal, should it be accepted by you, shall be considered the outlined scope of work which consists of a skatepark and pump track project approximately 35,000 sq. ft. of riding surface at an average of \$65.00 per sq. ft., with a target construction budget of \$2,275,000.00 designed and integrated within the Mesquite Groves Park Master Plan.

A policy of ASD is to provide the Client with a scope of work and fee summary. The proposed design process is to be performed by ASD (Designer) for J2 Engineering & Environmental Design (CLIENT) includes the following:

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit and perform site analysis, site location review and recommendation study.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost.
- To conduct Skatepark & Pump Track specific public design workshop to gain neutral design concepts without defining materials/ mediums first before suggestive design layouts

1.1 Project Kick-off Meeting #1 (ASD/CLIENT)- Online Meeting

- ASD will perform Kick-Off meeting with the city and applicable groups determined by the city. ASD will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist ASD in the programming and design of the Skatepark & Pump Track.

- Meet with Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule, and budget with design team.
- Project overview and distribution of design team responsibilities.

1.2 Data Collection (ASD/ CLIENT)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the Client.
- Geo-technical investigation by client.
- Site Survey to be provided by client.

1.3 Skatepark & Pump Track Flow and Skill Level Diagrams (ASD)

- Develop two (2) alternative bubble diagrams illustrating the layout and program relationships of the Skatepark & Pump Track to the adjacent site amenities.
- Diagram activity zones, approximate size of amenities and circulation throughout each transition zone.

1.4 Public Meeting #1 (ASD/CLIENT/ Public) ASD (2 team members) in person

- City/Client shall provide ASD with any operational or maintenance issues pertaining to other parks within the Client's oversight that may pertain to the skatepark. ASD will use this information to respond to any existing park issues that may be addressed in the design of this project.
- City/Client shall provide ASD with any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. Client & City shall additionally inform ASD of any special requirements for this project (City approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
- Three separate meetings will occur on the same date:
 - Client Staff Meeting – This meeting will include the Client Staff.
 - Design Team/Project Consultant Meeting – This meeting will include the Client Staff, City Staff, public agencies and any team consultants related to the project.
 - Public-Skatepark & Pump Track Meeting #1 – The public meeting, typically starting between 6:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the Skatepark & Pump Track bubble diagrams & to conduct first design workshop. ASD will present various Skatepark & Pump Track Styles and Elements for public feedback on design direction.

Task 1.0 Deliverables

- 1.1 Memorandum of project understanding and scope – submitted to Client & City for review and approval.
 - 1.2 Diagrammatic sketches of proposed site layout concepts.
 - 1.3 Public Meeting #1 materials/ results: sign in sheet, meeting agenda, questionnaires, pros and cons exercise sheets, power point presentation, group sketches and online results.
- Client shall receive copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" in digital format.

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Skatepark & Pump Track Conceptual Layout Plans-Online Meetings-3

- Based upon specific design criteria gathered from the Client/City and public input obtained from the first public meeting, ASD will prepare (2) conceptual design plans that will depict site facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
 - Develop a maximum of two (2) conceptual Skatepark & Pump Track designs identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
 - Pedestrian access and circulation system.
 - Relationship between Skatepark & Pump Track elements and existing/proposed recreation areas.
 - Landforms and grading concept (Skatepark & Pump Track limit of work only).

2.2 Project Specific Skatepark & Pump Track Online link and progress

- Items displayed on the website will include concept photos/drawings.
- Community will have the opportunity to interact with ASD via e-mail and provide design feedback.

2.3 Develop Final Skatepark & Pump Track Schematic Master Plan

- Develop (2) final Skatepark & Pump Track master plans based on conceptual layouts, design team input, City input, client input, and public design workshop comments.

2.4 Preliminary Skatepark & Pump Track Cost Estimate

- Determine preliminary cost for the Skatepark & Pump Track elements.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

2.5 Public Meeting #2-Present Skatepark & Pump Track Design (ASD/CLIENT) ASD (2 members) In Person

- Two separate meetings will occur on the same date:
- Design Team/Project Consultant Meeting – This meeting will include the Client Staff, City Staff, and any team consultants related to the project.
- Public-Skatepark & Pump Track Meeting #2 – The public meeting, typically starting between 6:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the refined concept based on workshop #1 feedback.

2.6 Site Survey

- Provided by client.

2.7 Geo-Technical Investigation

- Provided by client.

2.8 Storm Water Management Plan

- Storm Water Management Plan provided by client.

Task 2.0 Deliverables

- 2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.
- 2.3 Final Skatepark & Pump Track schematic master plan.
- 2.4 Preliminary costs for Skatepark & Pump Track based on current market conditions.
- 2.5 Final Skatepark & Pump Track Design graphics in 3-D Format.

- Client shall receive copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" in digital format.

TASK 3.0-DESIGN DEVELOPMENT PHASE

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client of the Schematic Design plans, ASD shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

3.1 **Project Meeting #3 – DD Coordination (ASD/CLIENT) Online Meetings-3**

- ASD will make available to the Client a copy of the final plan prior to project meeting #3.
- Evaluate Skatepark & Pump Track plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.

3.2 **Materials Research (ASD)**

- Identify proposed materials and furnishings to be used within the Skatepark & Pump Track elements.
- Identify all products, materials and approximate cost.

3.3 **Prepare Base Information (ASD)**

- Prepare base information for inclusion in all future design documents.
- ASD will coordinate drawings within our scope of work with Project Design Team members as updates become available.

3.4 **Site Plan (ASD)**

- Convey major site features relevant to the Skatepark & Pump Track placement on site. Survey will be provided by Client.

3.5 **Preliminary Skatepark & Pump Track Material Reference Plan (ASD)**

- Identify all major amenities in the Skatepark & Pump Track Master Plan by keynote description.
- Reference all major details, enlargements and sections.

3.6 **Preliminary Layout Plan (ASD)**

- Final location of Skatepark & Pump Track elements using horizontal coordinates, curve data & vertical elevations for surface areas only.
- Enlarged layout plan for the Skatepark & Pump Track using horizontal coordinates, curve data & vertical elevations for surface areas only.

3.7 **3-D Perspective Views (ASD)**

- ASD shall prepare a 3-D rendering of the Skatepark & Pump Track elements for the construction documents.

3.8 **Preliminary Grading and Drainage Plan & Coordination (ASD)**

- Proposed surface spot grades at necessary points to convey intended elevations and direction of flow.
- Location and sizing of drainage structures, sizing and location of retention basins, invert, and finish grades of drains by client provided Civil Engineer. ASD to provide surface elevations from edge of concrete inward and rim elevations for drain locations.

3.9 **Sections/Profiles Plan (ASD)**

- Vertical sections at appropriate scale conveying the overall Skatepark & Pump Track design intent.

3.10 **Construction Details (ASD/PROJECT DESIGN TEAM)**

- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

- 3.11 Specifications (ASD/PROJECT DESIGN TEAM)**
 - Provide 60% specifications for all elements within this project that falls under this scope of work within the project limit work lines.
- 3.12 Preliminary Statement of Probable Construction Costs – 60% (ASD)**
 - Prepare cost estimate for the Skatepark & Pump Track within the project's limit of work.
- 3.13 Storm Water Management Plan- 60%**
 - Storm water Management Plan within the project limit of work by client if applicable.
- 3.14 General Skatepark & Pump Track Lighting Guidelines (ASD)**
 - ASD will provide general Skatepark & Pump Track lighting layout plan and photometrics for the lighting including lighting type, manufacturer, power requirements. City to provide electrical hookup options and location for manufacturer.
- 3.15 60% Client Review Submittal (CLIENT/ASD)**
 - Submit 60% plan set, specifications, and construction estimate for review by client.
 - It shall be the responsibility of the client to review all material and respond to ASD with any comments or questions in a timely manner.
 - Project Meeting #4 – DD Review (ASD/CLIENT)-Phone
 - Client review of 60% submittal.

Task 3.0 Deliverables

- 3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions in digital format.
 - 3.2 Cut-sheets and/or product samples for submittal to client for review and approval.
 - 3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 60% plan set.
- 24"x36" 60% plan set in digital format. 60% Specifications in digital format. Cost Estimate in digital format.

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS

Objectives:

- Upon review by the Client of the Design Development documents, ASD shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
 - The construction documents shall include all items necessary to build the entire Skatepark & Pump Track elements from edge of deck inward.
 - Construction documents shall include, but not be limited to: layout, surface grading & drainage, materials, sections, details and other plans as necessary to facilitate the construction of the proposed project.
 - ASD will submit 90% plans to the client for review, revisions, and approval.
 - Make required revisions as requested by the Client to present to the Client 100% final, professional sealed plans for bidding.
- 4.1 Project Meeting #5 – CD Overview (ASD/CLIENT) Online Meetings-3**
 - Review approved Design Development drawings and Master Schedule.
 - 4.2 90% Construction Documents (ASD/PROJECT DESIGN TEAM)**
 - ASD will finalize plans to facilitate construction of this Skatepark & Pump Track project. These 90% construction documents at a minimum shall include:
 - Skatepark & Pump Track Features Plan
 - Skatepark & Pump Track Materials Plan
 - Skatepark & Pump Track Jointing Plan
 - Skatepark & Pump Track Concrete Plan

- Skatepark & Pump Track Layout Plan
- Skatepark & Pump Track Surface Grading and Drainage Plan
- Skatepark & Pump Track Sections and Profiles Plan
- Skatepark & Pump Track Construction Details
- Skatepark & Pump Track Specifications in CSI Format
- Estimate of Probable Construction Cost.

- Site grading plan-Surface only from edge of deck inward.
- Skatepark & Pump Track drainage plan- Surface only from edge of deck inward.

4.3 Statement of Probable Construction Cost – 95% (ASD/PROJECT DESIGN TEAM)

- Develop spreadsheet of all Skatepark & Pump Track improvement quantities and unit rates for probable construction cost.
- If necessary, ASD will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 95% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

4.4 90% Specifications (ASD/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all Skatepark & Pump Track construction.

4.5 100% Biddable Construction Document Submittal (ASD/PROJECT DESIGN TEAM)

- ASD will finalize plans to facilitate construction of this Skatepark & Pump Track project. These final construction documents at a minimum shall include:
- Layout and materials plans with enlargements as necessary
- Signage plan
- Site grading plan-Surface only from edge of deck inward.
- Site drainage plan- Surface only from edge of deck inward.

Task 4.0 Deliverables

- 4.1 Full signed and sealed bid-ready improvement plans.
- 4.2 Revised statement of probable costs.
- 4.3 Revised specifications.
- 4.4 Final submittal from ASD to the Client's Project Mangers shall include the following:
 - Original construction drawings.
 - Original technical specifications and table of contents in either PDF or Word format Client to provide ASD with final submittal requirements.
 - Should the Client request digital files of the work done for archiving purposes ASD will provide the AutoCAD files per City requirements. Construction shall be based on signed and sealed hard copy plans only.
 - Client shall receive (3) copies of each task item in 8 ½" x 11", 11"x17" and 24"x36" format in their applicable format.

END OF SCOPE

ATTACHMENT A

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as **Attachment "A"** and incorporated herein by this reference. Invoices will be e-mailed end of each month from ASD's office and continuing through the contract period. Any additional services agreed in writing outside the outlined scope requested by J2 shall be billed as per the attached 2025 Hourly Rate Sheet, **Attachment "B"**.

ACCEPTANCE

If this proposal meets with your approval, please sign, and return it to our office. When accepted, this proposal will serve as a mutual commitment between ASD and J2 for the above outlined services and fees. Work will be scheduled upon receipt of the signed agreement.

AGREED TO: ACTION Sports Design, LLC

By: 
ACTION Sports Design, LLC

February 05, 2025

Date

APPROVED BY: J2

By: _____
J2

Date

DESIGN FEE SUMMARY

Fees for the Design Services within the proposed scope of work are outlined below. The fees are lump sum not to exceed totals.

Fee is based off a 35,000 sq. ft. skatepark and pump track at an average of \$65.00 per sq. ft. with a target construction budget of \$2,275,000.00 x .08% fee specialty planning, design, public meetings and sealed construction documents.

SCOPE OF SERVICES-DESIGN		FEE AMOUNT
1.0	Programming & Conceptual Design	\$27,300.00
2.0	Schematic Design Phase	\$36,400.00
3.0	Design Development	\$54,600.00
4.0	Construction Documents	\$63,700.00
Total Not to Exceed Fees:		\$182,000.00

Note: All expenses are covered in the above-noted fee. Reimbursable expenses and billing rates are shown on Attachment B for additional services above and beyond this scope of work if requested by City of Chandler. No additional services shall be performed unless approved in writing by City of Chandler.

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word.
- All spreadsheet documents will be generated using Microsoft Excel.
- All project scheduling will be generated using Microsoft Project.
- The Client will provide all existing digital files to ASD that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities if available. Client will provide a Site Survey for the construction documents.
- ASD will stamp their drawings necessary to bid the project including Structural Engineering. ASD has not retained possible specialty engineering that might be required, but available such as: Electrical Engineer, Architect, Geotechnical Engineer, or any specialty consultants that may be required for the project. Should the Client require additional engineering it will be at direct cost plus 10% coordination fee with client pre-approval.
- The Client shall be provided General Conditions of the technical specifications and any specialty bidding requirement documents for the specifications. ASD will provide all of the technical specifications.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
 - Plan Processing Requirements – The Client shall outline to ASD and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide ASD with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist ASD and the design team in the submittal and approval process during the entire duration of the project.
 - Budgeting – The Client shall inform ASD of the proposed construction budget of this project.
 - Gather existing reports/studies/record drawings – The Client shall provide ASD with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide ASD and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
 - Coordination of Utilities – The Client shall provide ASD with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to ASD for each utility company involved in the project site.
 - Survey and Mapping – The Client shall provide ASD with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. If current survey spots do not exist client shall hire a surveyor to gather such pertinent data.
 - Topographic Mapping – The Client shall provide ASD with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, ASD shall hire a surveyor to gather such survey points necessary.

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ASD with the report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ASD's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon the Client's request, ASD can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

DELIVERY FORMAT

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word.
- All spreadsheet documents will be generated using Microsoft Excel.
- All project scheduling will be generated using Microsoft Project.

PROJECT CONDITIONS

- Client Approvals. A written request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.



- Action Sports Design/ Development
- Skateparks/ Plazas
- Bike Parks
- Construction Administration

ATTACHMENT B

2025 ASD-HOURLY RATES & EXPENSES SCHEDULE-ADDITIONAL SERVICES

ASD-FIRM TITLE	RATE/ HR.
Principal	\$ 210.00
Associate	\$ 175.00
Project Manager	\$ 165.00
Lead Designer	\$ 140.00
Lead Graphics	\$ 110.00
Drafting/ Production	\$ 95.00
Clerical/ Administration	\$ 65.00

DIRECT EXPENSES/ ALLOWANCE
• Flights (based on coach fare rates)
• Car Rental (based on mid-size car rate, Applicable taxes, fees, insurance and fuel.
• Accommodations (not to exceed \$175/night)
• Mileage (paid at current irs rate per mi)
• Meals (\$50.00/per day allowance)
• Parking Fees (airport, garage, meters)
• Tolls
• Printing/Duplicating/Plotting/Blueprinting
• Phone/Fax
• Messenger
• Postage/Federal Express
• Graphics
• Physical and 3D Models

Note: All expenses are covered in the proposed fee shown on the DESIGN FEE SUMMARY page. Reimbursable expenses and billing rates are shown on this Attachment B page for additional services above and beyond the scope of work if requested by City of Chandler. No additional services shall be performed unless approved in writing by City of Chandler.



DLR Group inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

January 21, 2025

Mr. Jeff Velasquez

J2 Engineering and Environmental Design LLC

Re: Architectural and Engineering Design Services for Mesquite Groves Park Buildings (Chandler)

Dear Mr. Velasquez,

We are pleased to be able to continue work with you and J2 Engineering to design the service buildings of Mesquite Groves Park. The proposal is based upon our recent discussions with you and emailed scope memorandum.

Project Understanding: DLR Group will Design and provide construction services for the following buildings at Mesquite Groves Park:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

The Proposed DLR Group lump sum fee is as follows:

Task 100, 30% Construction Documents for Mesquite Groves Park Buildings = \$170,000

Task 200, 60% Construction Documents for Mesquite Groves Park Buildings = \$238,000

Task 300, 95% Construction Documents for Mesquite Groves Park Buildings = \$238,000

Task 400, 100% Construction Documents for Mesquite Groves Park Buildings = \$34,000

Total Lump Sum = \$680,000

The Proposed DLR Group Reimbursable Allowance for printing, travel and reimbursable expenses as approved/requested by client is as follows:

Total Reimbursable Allowance = \$15,000

**Reimbursables includes printing costs (exclusive of presentation material) and others to be determined by client. All items billed at 1.1x actual cost.*

Scope of Services

Task 100. 30% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 30% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

AS

- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)

Products

1. Develop 30% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations and engineering narratives (Structural, Mechanical, Plumbing and Electrical Engineering).
2. Response to City Client Comments following submittal

Meetings

1. One (1) MPE Coordination with City of Chandler and J2 regarding preferences and standards.
2. One (1) City of Chandler design input for materiality, plans and aesthetics including preferences and standards.
3. Up to two (2) J2 coordination meetings.
4. Up to three (3) virtually attended project coordination meetings.
5. One (1) 30% document page turn with City of Chandler and J2.

Fee

1. 30% Architectural and Engineering Design Services for construction documents = **\$170,000**

Task 200. 60% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 60% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 60% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations, engineering plans (Structural, Mechanical, Plumbing and Electrical Engineering) and specifications.
2. Response to City Client Comments following submittal

Meetings

1. Up to two (2) J2 coordination meetings
2. Up to four (4) virtually attended project coordination meetings.
3. One (1) 60% document page turn with City of Chandler and J2.
4. One (1) 60% Cost Estimate RFIs and budget resolution.

Fee

1. 60% Architectural and Engineering Design Services for construction documents = **\$238,000**

Task 300. 95% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 95% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)

- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 95% Construction Documents for Cost Estimate pricing to include: Architectural floor plans, elevations, engineering plans (Structural, Mechanical, Plumbing and Electrical Engineering) and specifications.
2. Response to City Client Comments following submittal

Meetings

1. Up to two (2) J2 coordination meetings
2. Up to four (4) virtually attended project coordination meetings.
3. One (1) 95% document page turn with City of Chandler and J2.
4. One (1) 95% Cost Estimate RFIs and budget resolution.

Fee

1. 95% Architectural and Engineering Design Services for construction documents = **\$238,000**

Task 400. 100% Construction Documents for Mesquite Park Buildings

DLR Group shall prepare the 100% construction documents for the following scope:

- Maintenance Yard with Storage and Small Office Building
- (2) Restroom-Concession Buildings
- (2) Standard Restroom Buildings
- Small Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Large Picnic Ramada Design (Architectural and Structural Engineering only, lighting provided by J2 site lighting consultant, Wright Engineering)
- Wall Enclosure Design (1 design to be applied to site walls such as pump enclosure, maintenance yard and trash enclosures)

Products

1. Develop 100% Construction Documents stamped and sealed for City of Chandler permit review/ construction.
2. Regulatory Review Submittal Package
3. Regulatory Review Comments and Responses (assuming no more than 2 rounds of comments)

Meetings

1. Up to one (1) J2 coordination meetings
2. Up to one (1) virtually attended project coordination meetings.
3. One (1) 100% document page turn with City of Chandler and J2.
4. One (1) 100% GMP RFIs and budget resolution.

Fee

1. 100% Architectural and Engineering Design Services for construction documents = **\$34,000**

Assumptions and Clarifications:

1. Projects are Construction Manager at Risk
2. Site work, civil engineering, surveying, fire flow tests and geotechnical testing are not included with this scope.
3. Regulatory review will go through City of Chandler and Maricopa County plan review and permit fees are not included.
4. Special Inspections and Testing to be provided by others.

5. Commissioning to be provided by others.
6. Design may be issued in multiple packages (by building) and packaging needs to be determined prior to 60% document submittal.
7. Public meetings are not anticipated.
8. Fire suppression and fire alarm to be performance based only and design provided by others as deferred submittal.
9. IT and security are limited to conduit and backbox and coordination with client's preferred vendor.
10. Electrical engineering scope limited to buildings identified. Site lighting and power to be coordinated with J2 consultant, Wright Engineering.
11. Food Service Consultant for concessions building(s) not included in scope.
12. Scope of services limited to the buildings identified.
13. Reproduction services to be provided by others.
14. Meeting notes, distribution and meeting coordination provided by others.
15. Meetings listed anticipated to be 1 hour in length.
- 16. Post Design/ Construction phase services may be added as a separate contract at City request.**

The above fees shall be billed monthly according to the percentage completed. If this general understanding is not correct, or if J2 and City of Chandler feels additional design services are needed beyond this scope of work, such services can be provided on an additional time and materials basis at the rates shown in this proposal.

Hourly Billable Rates

<u>Employee or Category</u>	<u>Rate</u>
Principal	\$235/hr
Senior Architect/ Engineer/ Interior Designer	\$205/hr
Architect/ Engineer/ Interior Designer	\$175/hr
Junior Architect/ Engineer, Interior Designer, BIM Manager	\$145/hr
Job Captain, Architect/ Engineer in Training, Junior Interior Designer	\$115/hr
Drafter/ Administrator	\$90/hr

Thank you for this opportunity to work with J2 Engineering.

Sincerely,



Carmen Wyckoff
Architect | Vice President

cc: Katrina Leach

February 4, 2025

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

Attn: Jeff Velasquez, PLA, ASLA
Principal

Re: Mesquite Groves Park, City of Chandler – Revision 1
Scope and Fee Proposal – Design Services For Geotechnical and Structural
Services

Dear Jeff:

As requested, Ethos Engineering LLC (Ethos) is pleased to present this proposal to provide geotechnical and structural engineering services for Mesquite Groves Park. This proposal includes our proposed scope of work, work-hour estimate, and fee proposal for engineering services. This revisions addresses comments from the project team.

1.0. PROJECT UNDERSTANDING

We understand that J2 Engineering & Environmental Design (J2 Design) has been selected by the City of Chandler (City) to provide professional design services for the Mesquite Groves Park project. This project spans approximately 90 acres near the intersection of Riggs Road and Val Vista Drive, just north of Basha High School. The park will feature a variety of new amenities, including sport courts, playgrounds, a 5-acre fishing lake, sports fields, restroom/concession/office buildings, maintenance yard, and parking facilities.

As part of the design team, Ethos will act as a subconsultant to J2 Design, offering geotechnical and structural engineering design services.

2.0. SCOPE OF SERVICES

Ethos' scope of work will include geotechnical and structural design to accompany the construction documents prepared by J2 Design. The following sections outline our proposed scope of services for geotechnical and structural engineering design.

2.1. GEOTECHNICAL DESIGN

Ethos has been asked to provide geotechnical design services for the project. The geotechnical scope of work will include subsurface drilling to address the proposed improvements. This, and any pavement needs, will be addressed by our investigation. Percolation testing will consist of a combination of shallow backhoe test pits (to accommodate testing) and adjacent confirmation test borings.



9180 S. Kyrene Rd #104
Tempe, AZ 85284

AS

Ethos will prepare a Geotechnical Field Investigation Plan (FIP) showing the intended boring locations, equipment access, and equipment information and submit to the City and project team. We will also coordinate with the City for approval to work within their right-of-way. It is assumed that no additional permit fees or right-of-way permits will be required from additional entities (i.e. Maricopa County).

Ethos will mark the test boring locations. Prior to any excavations, we will contact AZ 811 and will coordinate with park personnel to locate any on-site buried utilities which are near planned borings. A private utility locator is also included as part of this scope.

2.1 Test Drilling

We will perform twenty truck-mounted hollow stem auger (HSA) test borings advanced to depths ranging from 5 to 20 feet or to the practical depth of auger refusal, whichever is less. Test drilling will be performed by ACS Services as a subcontractor to Ethos. Ethos will coordinate with ACS to schedule the field work. Sampling will consist of drive samples taken at selected intervals of 2.5 to 5 feet. Bulk samples of auger cuttings will also be collected for testing. All borings will be backfilled with soil cuttings when completed. Given the undeveloped nature of the site, traffic control is not anticipated.

2.2 Percolation Testing for Stormwater Retention

Ethos will subcontract ACS to provide a backhoe with operator to excavate eight test pits to a depth of 1 foot for the performance of double-ring percolation testing. ACS will also drill one HSA test boring to a depth of 15 feet adjacent to each pit to determine the soil profile below the test section. Testing will be performed until stabilized rates are established. The test pits and borings will be backfilled with soil cuttings once testing is completed.

2.3 Laboratory Testing

Ethos will deliver all samples to ACS for laboratory testing. Testing is estimated to be the following: 22 grain-size analysis, 22 Atterberg limits (plasticity index) tests, 22 ring density tests, 3 moisture-density relation (standard Proctor), 3 swell tests, and 3 corrosion suite of tests.

2.4 Agronomy Testing

Ethos will have an agronomy subconsultant sample, test and provide agronomic recommendations for the proposed multi-use fields.

2.5 Engineering Analysis & Reporting

Ethos will perform engineering analyses of the data obtained from the exploration to prepare a Geotechnical Report for the project. The report will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona. We plan on

preparing a draft and final Geotechnical Report addressing the building structures and pavement.

Generally, the Geotechnical Report will include the following data:

- Description of the area covered by the report and existing site conditions, including map.
- Description of the geology and topography of the area, including soil types, and drainage characteristics and estimated depth to groundwater.
- A site plan showing the boring locations and a description of procedures and equipment used in the subsurface investigation program. The field investigation discussion will include descriptions of the soil types, penetration test results, and in situ test results.
- Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil strata in the study area.
- A discussion of geological and geotechnical conditions and results with reference to specific locations on the Project.
- Recommendations for:
 - Site grading and foundation design for proposed building structures including vertical and lateral resistance of soils.
 - Temporary and permanent cut and fill slopes.
 - Evaluation of shrink/swell potential and the impact on foundations, where applicable.
 - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
 - Pavement recommendations for new roadways.
 - Construction considerations.
 - Results of percolation testing, and
 - Suitability of materials (borrow, aggregates, etc.) that can be obtained from project excavations.
- Report will also include the following items in the appendix:
 - Plan view locations of field sampling/testing
 - Copies of the boring logs and field/laboratory test data used for the analysis and design.

2.2. STRUCTURAL DESIGN

The park amenities include the construction of six pickleball courts and two basketball courts. Ethos has been requested to provide structural engineering services for the basketball and pickleball post-tensioned slab courts. Our structural scope of work involves preparing calculations and details for the design of two separate post-tensioned (PT) concrete slabs. The first PT slab design (approximately 60'x108') will accommodate three pickleball courts. Two identical slabs will be constructed for a total of six pickleball courts. The second PT slab design (approximately 94'x108') will accommodate two basketball courts.

Ethos will prepare structural calculations, construction plans, special provisions, and a cost estimate for the post-tensioned courts. These deliverables will align with the project submittal milestones, which are summarized in the next section. Sealed structural calculations will be submitted at the Final submittal.

Additionally, we understand that structural design will be required for some undefined items as the design progresses. This may include retaining wall design in the playground areas and entry monument elements throughout the park. These additional items are included as allowances and are not part of the main scope of work summarized above.

3.0. PROJECT MEETINGS AND MANAEMENT

The Project Engineer will lead the overall design efforts for this task, attend meetings, and manage submittals. As indicated by J2 Design, the project will include a kick-off meeting, comment resolution meetings, and design progress meetings. Ethos will attend a total of twelve (12) meetings throughout the design phase. These meetings are anticipated to be virtual and will occur on an as-needed basis to coordinate the work. Our scope includes a kick-off meeting at the site to familiarize ourselves with the project.

4.0. SCHEDULE

The project is anticipated to have 30%, 60%, 95%, 100% (Pre-final), and Final submittals. After the 30% submittal, the project will be broken down into phases. Structural design is expected to commence after the 30% stage submittal. Ethos will ensure the necessary manpower is available to meet all submittal milestones.

5.0. PROJECT FEES

A summary of the fees, per discipline, is presented in the following table:

Billing Group	Total
Geotechnical	\$59,427.67
Structural	\$33,679.58
TOTAL:	\$93,107.25

Allowances for additional structural items are included in this proposal. Upon approval from the City and J2, Ethos will perform the work on a time-and-material (TM), not-to-exceed (NTE) basis.

- Allowance 1, for retaining wall design, is estimated at \$11,555.00.
- Allowance 2, for the design of entry monument elements, is estimated at \$10,128.00.

Assumptions:

The following assumptions/inclusions are summarized below:

- Traffic control will not be required to perform the field investigation.
- Unrestricted daytime work hours.
- Full-size project drawing set (24"x36") (PDF) will be provided for each submittal.
- A contract for post-design services during construction will be issued to Ethos at the completion of the design services if desired by the Owner.

Exclusions:

- Survey
- City Permit Fees
- Public Involvement
- Environmental, biological and cultural assessment, investigations and clearance for construction to be provided by the City of Chandler.

6.0 CLOSURE

We appreciate the opportunity to submit this work scope and estimate of costs and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

Ethos Engineering, LLC



Michelle Contreras, EIT
Structural Designer

Reviewed By:



Francisco J. Garza, P.E.
President

t:\2025xxx - j2 - mesquite groves parks\scope and fee proposals\rev1\j2 -mesquite groves park - cost proposal - 2024-02-04.docx

Attachments: Cost Summary; Work-hour Estimate (Structural);
Cost Summary; Work-hour Estimate (Geotechnical);
Subcontractor Estimates (ACS and Agronomy)

Ethos Engineering, LLC - Geotech

Mesquite Groves Park
City of Chandler

J2 Engineering & Environmental Design

Item/Task	Project Manager	Sr. Geotech Engineer	Engineer/Senior Designer	Design Engineer	Sr. CADD Designer	TOTAL
Billing Group 03:Geotechnical						
Geotechnical						
Layout, AZ811		1	8			9
Field Investigation - Drilling		2	32			34
Field Investigation - Percs		2		32		34
Lab Testing	1		4			5
Engineering Analysis & Draft and Final Geotechnical Report	6	18	28	12	8	72
						0
Total Billing Group 03:Geotechnical	7	23	72	44	8	154
Fee Total Billing Group 03:Geotechnical	\$ 2,142.00	\$ 5,129.00	\$ 10,512.00	\$ 4,840.00	\$ 832.00	\$ 23,455.00
TOTAL HOURS	7	23	72	44	8	154

AS

Ethos Engineering, LLC

Derivation of Cost Proposal

Summary

Mesquite Groves Park

City of Chandler

J2 Engineering & Environmental Design

Geotechnical Services

Estimated Direct Labor

<u>Classification</u>	<u>Average Hourly Loaded Rates</u>		<u>Cost</u>
	<u>Hours</u>	<u>Rate</u>	
Project Manager	7	\$306.00	\$2,142.00
Sr. Geotech Engineer	23	\$223.00	\$5,129.00
Engineer/Senior Designer	72	\$146.00	\$10,512.00
Design Engineer	44	\$110.00	\$4,840.00
Sr. CADD Designer	8	\$104.00	\$832.00
	<u>154</u>		
Total Estimated Labor:			<u>\$23,455.00</u>

Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage (Personal Vehicle)	266 Miles @ \$0.655/mi.	<u>\$174.23</u>
Total Estimated Direct Expenses:		<u>\$174.23</u>

Estimated Outside Services

Test Drilling (ACS - See Attached)	\$23,028.30
Laboratory Testing (ACS - See Attached)	\$6,430.14
Utility Location (Onpoint)	\$1,850.00
Agronomy Testing (See Attached)	\$4,490.00

Total Estimated Outside Services: \$35,798.44

Total Estimated Cost: \$59,427.67

Francisco J. Daza
Signature

4-Feb-25
Date



Page: 1 of 1
 Proposal #: 2560005 rev1
 Proposal Date: 2/4/2025

Thank you for the opportunity to provide a quote for one of your potential jobs.

Ethos
 Pancho Garza
 9180 S Kyrene Rd, #104
 Tempe, AZ 85284

Project Name: Mesquite Groves Park
 Location: SWC Cloud St and Val Vista Dr
 Chandler, AZ 85249

Subject: Advance 4 1/4" HSA borings, (two to 20', Five to 5', five to 10', and eight to 15') for a total of 235'. Additionally ACS will perform 8 DR Perc Testing adjacent to the 15' borings and Lab Testing. Ethos will call in utilities and provide any permits and TC needed.

Item	Quantity	Unit	Cost	Price
Drilling				
Mob/Demob	1	HR	\$ 225.00	\$ 225.00
Auger Drilling	235	FT	\$ 32.78	\$ 7,703.30
DR Infiltrometer testing (to include report)	8	EA	\$ 1,750.00	\$ 14,000.00
Backhoe and Operator (10-hr/day)	2	DY	\$ 550.00	\$ 1,100.00
			Drilling Total	\$ 23,028.30
Lab				
Grain Size Analysis C136 & C117	22	EA	\$ 95.00	\$ 2,090.00
Atterberg Limits (placticity Index) D4318	22	EA	\$ 85.96	\$ 1,891.12
Undisturbed Ring Density/Moisture D2937	22	EA	\$ 40.32	\$ 887.04
Moisture Density Relationship (Proctor) D698	3	EA	\$ 138.86	\$ 416.58
One-Dimensional Swell Test D4546	3	EA	\$ 100.05	\$ 300.15
pH and Minimum Resistivity AZ 236E	3	EA	\$ 166.75	\$ 500.25
Sulfates and Chlorides AZ 733b/736b	3	EA	\$ 115.00	\$ 345.00
			Lab Total	\$ 6,430.14
			Total Lump Sum Costs	\$ 29,458.44

Charles Johnson "Eddie"

Charles Johnson "Eddie"

AS

Victoria Normandin, LLC
8612 S. Newberry Lane
Tempe, AZ 85284
Cell: 602-799-7248
Email: vicn@cox.net

Pancho Garza, PE
pgarza@ethosengineers.com
Ethos Engineers
9180 S. Kyrene Road, #104
Tempe, AZ 85284

Mesquite Groves Park
Costs for Agronomy Testing and Recommendations 1/20/2025

Soil samples (0-1', 1-2', 2-3') will be taken by Ethos at six locations.
Samples will be submitted to Motzz Laboratory for analyses.
Irrigation water source will be sampled and tested prior to planting.

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Quote</u>
Site Evaluation	(per unit)		(\$)
Bioassay Analysis	175.00	6	1050.00
Complete Nutrient Analysis	70.00	6	420.00
Standard Nutrient Analysis	35.00	8	280.00
Texture Analysis (sand-silt-clay, classification)	30.00	14	420.00
%OM, Organic Matter	30.00	6	180.00
Irrigation suitability	65.00	1	65.00
Site Visit	200.00	2	400.00
Agronomy Report (hr) Landscape/ Water quality	200.00	6	1200.00
			4015.00

	<u>Price</u>	<u>Quantity</u>	<u>Quote</u>
Ball fields at finish grade (if required)	per field		
Complete Nutrient Analysis	70.00	1	70.00
%OM, Organic Matter	30.00	1	30.00
Sampling and travel (hr)	175.00	1	175.00
Agronomy Report (hr) Turf / Water quality	200.00	1	200.00
			475.00

Victoria Normandin

AS

Ethos Engineering, LLC - Structures

Mesquite Groves Park
City of Chandler
J2 Engineering & Environmental Design

Item/Task	Project Manager	Sr. Structural Engineer	Structural Engineer	Design Engineer	Sr. CADD Designer	TOTAL
Billing Group 01:Administration, Coordination, Submittals						
Administration and Coordination	2					2
Project Related Meetings (12 each)	8	4				12
Submittal Process (30%, 60%, 95%, Pre-Final, Final)	2	2		4	6	14
Calculation Report		2		4		6
Special Provisions	1	2		5		8
Total Billing Group 01:Administration, Coordination, Submittals	13	10	0	13	6	42
Fee Total Billing Group 01:Administration, Coordination, Submittals	\$ 3,978.00	\$ 2,230.00	\$ -	\$ 1,430.00	\$ 624.00	\$ 8,262.00
Billing Group 02:Structural Design of Miscellaneous Structures						
General Notes, Index of Drawings		4	4	8	8	24
PT Basketball Courts (1 Sheet)	1	8	8	24	24	65
PT Pickelball Courts (1 Sheet)	1	8	8	24	24	65
PT Details	1	6	6	15	12	40
Total Billing Group 02:Structural Design of Miscellaneous Structures	3	26	26	71	68	194
Fee Total Billing Group 02:Structural Design of Miscellaneous Structures	\$ 918.00	\$ 5,798.00	\$ 3,796.00	\$ 7,810.00	\$ 7,072.00	\$ 25,394.00
TOTAL HOURS	16	36	26	84	74	236
TOTAL STRUCTURAL HOUR DOLLARS	\$ 4,896.00	\$ 8,028.00	\$ 3,796.00	\$ 9,240.00	\$ 7,696.00	\$ 33,656.00

AS

Ethos Engineering, LLC

Derivation of Cost Proposal

Summary

Mesquite Groves Park

City of Chandler

J2 Engineering & Environmental Design

Structural Services

Estimated Direct Labor

Classification	Average Hourly Loaded Rates		
	Hours	Rate	Cost
Project Manager	16	\$306.00	\$4,896.00
Sr. Structural Engineer	36	\$223.00	\$8,028.00
Structural Engineer	26	\$146.00	\$3,796.00
Design Engineer	84	\$110.00	\$9,240.00
Sr. CADD Designer	74	\$104.00	\$7,696.00
	236		
Total Estimated Labor:			\$33,656.00

Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage (Personal Vehicle)	36 Miles @ \$0.655/mi.	\$23.58
Total Estimated Direct Expenses:		\$23.58

Total Estimated Cost: \$33,679.58

Estimated Allowances

A1. Retaining Wall Design	\$11,555.00
A2. Miscellaneous Structures (Entry Monument Elements)	\$10,128.00


Signature

1/20/2025
Date

For:
J2 Engineering and Environmental Design -Jeff Velasquez



Project:
Mesquite Groves Park
Chandler, AZ

Facility Signage

Conceptual Development - 30% Submittal

Generate a location plan with associated messages as a means of ensuring proper sign placement and content. Placement and configuration to account for traffic patterns and viewpoints/sightlines for best visibility and use. Plan will be used as a basis for conceptual development so that the resulting signs can properly accommodate all needed information.

Review the location/message plan with City of Chandler, making any requested modifications prior to beginning conceptual development.

Upon approval of the location plan, develop 2 concepts for each of the following:

- 1- Court/Amenity Rules* - inclusive of both graphics and structure
- 2 -Vehicular and Pedestrian Directionals
- 3 - Field and Court ID signs
- 4 - Ramada markers with scheduling mechanism

Concepts to be developed utilizing color elevations and plan views as necessary to convey intent.

Submit to City of Chandler for review and comment and make any required revisions for final approval of selected concept.

Conceptual Development Total \$6655

*Copy for rules panels to be provided by City of Chandler

Design Development/Design Intent Documentation - 60%, 95% and Final Submittals

Refine approved conceptual drawings as expected by industry standards and as needed to convey intent and as required for bidding as well as preparation of shop drawings by a fabricator.

Drawings to include elevations, plans, descriptions, details and notations to communicate necessary lay-out and associated dimensions, material and finish specifications, hardware specifications if necessary for aesthetic intent, fabrication techniques as required to achieve aesthetic intent as well as to address maintenance and/or durability concerns.

Any structural/electrical intent will be outlined only as it may relate to the aforementioned. Required structural engineering and electrical design will be the responsibility of the fabricator.

Along with the drawings, technical specifications in the appropriate format and a probable cost estimate will be developed.

Design Development/Design Intent Documentation \$3283

Graphic Panel File Production

Generate full-size PDF or illustrator print files court/amenity rules for fabricator use in production.

Graphic Panel Production Files Total \$850

Conceptual Development Total	\$6655
Design Development/Design Intent Documentation	\$3283
Graphic Panel File Production	\$850
GRAND TOTAL	\$10788

Proposal does not include generation and submittal of a Comprehensive Sign Plan should one be required.



January 16, 2025

Jeff Velasquez, PLA. ASLA
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

RE: Project No.: PR2401.201
Project Name: MESQUITE GROVES PARK
Scope of Work and Fee Proposal

Dear Mr. Velasquez,

NFra Inc. is pleased to provide professional roadway and utility engineering design services for the Mesquite Groves Park project for the City of Chandler in a subconsultant role to J2. Our scope of services and fees are based upon our understanding of the project from our conversations, emails, and exhibits provided to us. Our understanding is NFra will design the new roadway improvements for Hillcrest Drive (main road through park) and Cloud Drive as well as the proposed water, reclaimed water, and sewer improvements.

Our fees include:

• Task 100: Roadway and Utility Design:	\$273,350.00
• Task 200: Meetings and Site Visits:	\$8,010.00
• Task 300: Quantities/Estimate/Specs/QC/Phasing:	<u>\$34,390.00</u>
TOTAL	\$315,750.00

We are looking forward to working with J2 and the City of Chandler on this project. If you have any questions, please feel free to contact me at (602) 443-6066 or rweyrauch@nfrainc.us.

Sincerely,

Randy Weyrauch, P.E.
Project Manager



CLIENT: CITY OF CHANDLER
SUBCONSULTANT TO: J2 ENGINEERING and ENVIRONMENTAL DESIGN, LLC (J2)
PROJECT NAME: MESQUITE GROVES PARK
PROJECT NO: PR2401.201
TBD

SCOPE OF WORK – DESIGN PHASE

A. PROJECT UNDERSTANDING

City of Chandler will be developing the 90-acre Mesquite Groves Park site located on the northwest corner of the Riggs Road and Val Vista Drive intersection, just north of Basha High School. It is anticipated that the site will be constructed in three phases consisting approximately of 30 acres each. The entire site will be designed as one document at the 30% stage and then separated into three documents starting with the 60% stage to accommodate phased construction. Project amenities will include multi-use fields, diamond fields, dog park, skate park, tennis courts, pickleball courts, volleyball courts, disc golf course, splash pad, playgrounds, fishing lake, restrooms, concession building, recreation center, ramadas, trails, parking lots and roadways.

Task 100: Roadway and Utility Design Services:

Hillcrest Drive: NFra will provide design services to prepare construction documents for a new roadway that will connect existing Hillcrest Drive on the west side of the park to Val Vista Drive on the east side of the park. Design limits at parking lot access points will terminate at the parking lot curb returns where match lines will be coordinated with J2. Curb and gutter and sidewalks will be provided on both sides of the new roadway. Corner ramps will be provided at each parking lot curb return; eight parking lot access points are anticipated. NFra will coordinate with J2 on the drainage discharge locations, it is anticipated that sags in the roadway will be needed to convey runoff to roadside retention basins.

Cloud Drive: NFra will provide design services to prepare construction documents for a new roadway that will connect existing Val Vista Drive to the City's maintenance yard facility located at the north end of the park. Curb and gutter and sidewalk will be provided on the south side of the roadway. NFra will coordinate with RWCD to underground their open irrigation ditch. RWCD relocations will be designed and prepared by their design consultant. Permit application will be submitted along with final sealed plans to RWCD to obtain a construction permit.

Plan and profile sheets will be prepared at a scale of 1" = 20' and grading detail sheets will be prepared at a scale of 1" = 10' or 1" = 5'. Quantities will be provided on the roadway plan sheets.

Signing and Pavement Marking Plans: NFra will prepare signing and pavement marking plans for Hillcrest Drive and Cloud Drive. J2 will provide signing and pavement marking plans for the parking lots.

Waterline: NFra will provide design services to prepare construction documents for a new 12" waterline that will follow the new roadway alignment and connect to existing 12" waterlines in Hillcrest Drive and Val Vista Drive completing a looped system. Fire hydrants will be provided to meet spacing requirements and new water services will be provided at locations where amenities are needed throughout the park. New water service sizes and meter sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.



Reclaimed Waterline: NFra will provide design services to prepare construction documents for new reclaimed waterlines that will serve the proposed lake and provide a connection from the City's Hillcrest Recovery Well site located near the northwest corner of the Basha High School property to an existing 12" reclaimed waterline stub out near the Riggs Road and Hillcrest Drive intersection. A new line will be designed from the Hillcrest Recovery Well site to the lake's wet well. The size of the line will be provided to NFra by others. Design of the lake's wet well and modifications to the existing well site, if needed, will be provided by others. New water service sizes and meter sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.

Sewer Line: NFra will provide design services to prepare construction documents to extend an existing 8" sewer line north from an existing stub out at a manhole located at the Riggs Road and Hillcrest Drive intersection. The new sewer main will be extended along existing Hillcrest Drive and the new roadway alignment within the park. New sewer services will be provided at locations where amenities are needed throughout the park. New sewer service sizes will be provided by the City. Plan and profile sheets will be prepared at a scale of 1" = 20'.

Potholing: Potholing to locate and verify existing utilities that may be in conflict with new improvements will be provided by others. NFra will assist with preparing a pothole request list at the 60% stage. Survey of existing sewer manhole lids, inverts, and pipe sizes will be completed by the project's survey firm and provided to NFra.

MCESD Approval to Construct Permit: NFra will submit the permit application and final sealed plans to Maricopa County Environmental Services Department (MCESD) to obtain the Approval to Construct (ATC) permits for the waterline, sewer line, and reclaimed waterline. If modeling is required for the submittal, it will be provided by the City and include information from their overall master plans that established the existing pipe sizes that were intended to serve the park.

Utility Coordination: NFra will coordinate with the City, Design Team, and MCESD for the proposed City owned utilities (water, reclaimed water and sewer). NFra will coordinate with other utilities to determine potential conflicts that need to be resolved and to provide services for the new park amenities. New park services may include gas lines from Southwest Gas, electrical from SRP, and fiber / communication lines from Cox and/or Lumen. No other utilities are anticipated. Load calculations, completed forms, and pipe sizes will be provided to utility provider by others that are designing the service needs. NFra is only providing the utility coordination, not the design.

NFra will coordinate with RWCD and their designer for the irrigation ditch relocation along Cloud Drive. The relocation design will be completed by RWCD's designer.

Submittals: All submittals will be made to J2 for their distribution to project stakeholders for review as the design progresses. The final submittal will include sealed documents for construction. Construction drawings will be submitted to J2 in electronic format, saved to 22" x 34" (ANSI "D" size) for plotting at true half size (11" x 17") pdf's. J2 will provide the border sheet for plan production. Submittals will occur at the following stages:

- **Pre-Tech Submittal:** NFra will submit preliminary CAD files that outline the design intent for the new roadway and utility improvements to J2 for their incorporation into the overall submittal to the City.



- **30% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans and opinion of probable construction costs to J2 for their incorporation into the overall project documents.
- **60% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.
- **95% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.
- **100% Submittal:** NFra will submit CAD files, pdfs of the roadway and utility design plans, specifications, and opinion of probable construction costs to J2 for their incorporation into the overall project documents.
- **Final Submittal, Sealed:** NFra will submit CAD files, sealed pdfs (22" x 34" and 11" x 17") of the design plans, sealed specifications, and final opinion of probable construction costs to J2 for bid advertisement. Utility plans will be submitted to MCESD with the ATC permit applications.

Task 200: Meetings and Site Visits:

NFra will attend the following meetings to discuss the project improvements.

- **Design Kickoff Meeting (1):** Two representatives from NFra will attend to establish the goals and objectives of the project. Meeting is anticipated to be two hours in length.
- **Comment Resolution Meetings (4):** One representative from NFra will attend to discuss and resolve comments. Meetings are anticipated to be three hours in length with comments tentatively addressed by NFra prior to meeting.
- **Team Design Meetings (10):** One representative from NFra will attend coordination meetings with J2 and the City. These meetings will be used to address design issues and issues that will arise in the preparation of the construction documents. Meetings are anticipated to be two hours in length.
- **Site Visit:** NFra will perform a site investigation to identify and confirm existing features and potential conflicts with the new improvements. Two representatives from NFra will conduct the site visit which is anticipated to be three hours in length.

Task 300: Quantities / Estimates / Specifications / QC / Phasing:

NFra will assist J2 in quantifying and estimating construction costs for the NFra designed components of the project.

NFra will assist J2 in preparing specifications for the NFra designed components of the project. The latest MAG Standard Details and Specifications along with current City of Chandler supplemental Details and Specifications will be used and referenced for the design improvements. Specifications will be submitted starting with the 60% submittal.



NFra will conduct internal quality control on all plans and calculations prior to each submittal to ensure conformance to project requirements.

NFra will prepare 30% design plans as one package for the entire park site. Subsequent submittals will be broken out into three separate documents for construction phasing.

B. ASSUMPTIONS

1. Geotechnical investigations and reports will be completed by others with required information for the roadway and utility designs provided to NFra.
2. Topographic survey and any supplemental survey deemed necessary will be completed by others. Topographic and base files will be provided to NFra by J2.
3. Required legal descriptions and exhibits will be prepared by others.
4. Parking lot designs are not included in NFra's scope of work. Parking lots and site civil grading to be designed by J2.
5. Drainage analysis, design, preparation of plans, and reports are not included in NFra's scope of work, including roadside retention basins.
6. Traffic lighting, signals, and electrical plans are not included in NFra's scope of work.
7. SWPPP and Erosion Control plans are not included in NFra's scope of work.
8. Pothole investigations will be conducted by others with data provided to NFra.
9. Reproduction of all submittals/review sets/bid sets and submittals to the City's portal will be made by J2.
10. Record drawing plans and existing conditions will be provided to NFra by J2.
11. Public meetings are not required to be attended by NFra.
12. Permitting, permitting fees, review fees, or other design related fees are not included in NFra's scope of work or expenses, including MCESD, RWCD or other utility fees. Project's allowance budget will be used to cover these fees.
13. Post Design Services is not included in NFra's scope of work.
14. Front cover sheet and legend sheet of plans to be completed by J2.
15. Riggs Road sewer main is deep enough to extend and provide coverage to the entire park. The Riggs Road sewer is the only connection needed for the project.
16. Water, sewer, and reclaimed water services and connections within buildings, restrooms, concession stands, dog parks, pump stations, and lakes will be designed by others.
17. Any modifications to the existing Hillcrest Recovery Well equipment or site will be completed by others.
18. Buildings and lake wet well be designed by others, including all utilities.
19. The locations of the existing intersections at Val Vista Drive do not need to be modified. Park improvements will match improvements constructed with the Town of Gilbert's ST112 project.

C. COMPENSATION

Compensation will be on a lump sum not to exceed basis:

Design Service Fees: \$315,750.00

D. SCHEDULE

J2 will establish and provide NFra the design schedule.



NFra Inc.

77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967 • Fax: 602.277.5937

a transportation engineering firm

Client: City of Chandler
Subconsultant To: J2 Engineering and Environmental Design, LLC
Project: Mesquite Groves Park
Project No.: PR2401.201

**DESIGN SERVICES
ESTIMATED DIRECT LABOR
MESQUITE GROVES PARK**

<u>Classification</u>	<u>Estimated Labor Hours</u>	<u>Avg. Hourly Rate</u>	<u>Labor Cost</u>
Project Manager	157	\$215.00	\$33,755.00
Senior Project Engineer	927	\$185.00	\$171,495.00
Designer / Technician	884	\$125.00	\$110,500.00
	<u>1968</u>	Total Estimated Labor	<u><u>\$315,750.00</u></u>

TOTAL ESTIMATED COST - DESIGN SERVICES \$315,750.00

Randy Weyrauch

CONSULTANT SIGNATURE

(Randy Weyrauch, P.E.)

1/16/2025

DATE

1/16/2025

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NFra Inc.
Client: City of Chandler
Project: Mesquite Groves Park
PR2401.201

	A	B	C	D	E	F	G	H	J
1	City of Chandler - Mesquite Groves Park	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Sr. Project Engineer	Designer Technician	TOTAL
2									
3	Labor Classification Rate					\$215.00	\$185.00	\$125.00	
4									
5	Task 100: Roadway and Utility Design Services								
6	Roadway								
7	Roadway General Note Sheet	NA	1	6.0	6	0	2	4	
8	Roadway Geometric Control Sheet	100	1	9.0	9	1	4	4	
9	Typical Section Sheet	NA	1	15.0	15	1	6	8	
10	Corner Ramp Detail Sheets	10	5	23.0	115	5	50	60	
11	Intersection Grading Sheets	10	1	16.0	16	2	6	8	
12	Hillcrest Drive Plan and Profile Sheets	20	7	35.0	245	21	105	119	
13	Cloud Drive Plan and Profile Sheets	20	3	35.0	105	9	45	51	
14	Signing and Pavement Marking Sheets	20	8	12.0	96	4	40	52	
15	Modeling to Create Cross Sections for Hillcrest and Cloud	NA	NA	NA	54	2	32	20	
16	Utilities								
17	Utility Cover Sheet	NA	1	6.0	6	0	3	3	
18	Utility General Note Sheets	NA	3	3.0	9	0	3	6	
19	Misc Detail Sheets	NA	3	13.3	40	4	20	16	
20	Water Main Plan and Profile Sheets	20	7	28.0	196	7	91	98	
21	Water Service Sheets	20	8	13.0	104	8	40	56	
22	Fire Hydrant Profile Sheets	10	2	27.0	54	2	20	32	
23	Sewer Main Plan and Profile Sheets	20	9	28.0	252	9	117	126	
24	Sewer Service Sheets	20	4	26.0	104	8	40	56	
25	Reclaimed Water Main Plan and Profile Sheets	20	6	27.0	162	12	66	84	
26	Utility Coordination	NA	NA	NA	80	8	48	24	
27	RWCD Coordination and Permit Application	NA	NA	NA	36	6	20	10	
28	MCESD Coordination and Submittals for ATC Permits	NA	NA	NA	28	4	20	4	
29	Task 100: Sub Task Hours per Category		70	24.7	1732	113	778	841	1732
30	Task 100: Sub Task Fee per Category					\$24,295.00	\$143,930.00	\$105,125.00	\$273,350.00
31									
32	Task 200: Meetings and Site Visits								
33	Design Kickoff Meeting (1)	NA	NA	NA	4	2	2	0	
34	Comment Resolution Meetings (4)	NA	NA	NA	12	6	6	0	
35	Team Design Meetings (10)	NA	NA	NA	20	6	14	0	
36	Site Visit (1)	NA	NA	NA	6	0	3	3	
37	Task 200: Sub Task Hours per Category		NA	NA	42	14	25	3	42
38	Task 200: Sub Task Fee per Category					\$3,010.00	\$4,625.00	\$375.00	\$8,010.00
39									
40	Task 300: Quantities / Estimates / Specifications / QC / Phasing								
41	Quantities and Estimates	NA	NA	NA	28	4	16	8	
42	Specifications	NA	NA	NA	60	10	50	0	
43	Quality Control (Pre-Tech, 30%, 60%, 95%, 100%)	NA	NA	NA	26	12	10	4	
44	Design Plan Set Phasing after 30%	NA	NA	NA	80	4	48	28	
45	Task 300: Sub Task Hours per Category		NA	NA	194	30	124	40	194
46	Task 300: Sub Task Fee per Category					\$6,450.00	\$22,940.00	\$5,000.00	\$34,390.00
47									
48	TOTAL HOURS PER CATEGORY				1968	157	927	884	1968
49	TOTAL FEE PER CATEGORY					\$33,755.00	\$171,495.00	\$110,500.00	\$315,750.00
50									

January 10, 2025

J2 Engineering & Environmental Design
4649 E Cotton Gin Loop, Ste. B2
Phoenix, AZ 85040

Re: Mesquite Groves Park

Attn: Jeff Velasquez

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 Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with City of Chandler, J2 and other design team members, CMAR, and SRP as noted:
 - a. Project coordination will be performed primarily via email, telephone calls, and virtual meetings.
 - b. Up to (8) eight in-person design coordination meetings are included in this scope.
 - c. Up to (4) four comment resolution meetings are included in this scope
2. Design the electrical power system to meet local codes and requirements.
3. Prepare 24" X 36" electrical construction drawings in 3 separated phase plan sets, showing all new equipment to include the following:
 - a. Electrical service entrance and distribution equipment
 - b. 2-3 lighted Multi-Use fields (with cricket overlay)
 - c. 3-4 lighted ball fields
 - d. A 2-zone lighted dog park
 - e. Skate park and cycle/pump track lighting
 - f. 6 lighted pickleball courts
 - g. 2 lighted basketball courts
 - h. 2-6 lighted sand volleyball courts
 - i. Lighting in air-nasium or field house structure
 - j. Splash pad:
 - 1) Power feed for controller and pumps
 - 2) Lighting
 - k. Major destination playground lighting
 - l. Secondary inclusive playground lighting
 - m. Small playground lighting at ball fields
 - n. Power to the fishing lake pumping system including pumps, water feature and recirculation system
 - o. Large event or food truck receptacles (up to 8)
 - p. Maintenance Yard:
 - 1) Yard lighting and GFCI outlets



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- 2) Electric gates power
- 3) Maintenance bays lighting and outlets
- 4) Small office building power and lighting
- 5) Communications conduits for cameras (equipment and locations by the city)
- q. Power feed to restroom and concession buildings (4 locations)
- r. 2 restroom and concession buildings power and lighting
 - 1) Including power for electronic door locks
- s. 2 standard restroom buildings power and lighting
 - 1) Including power for electronic door locks
- t. 12 picnic ramada power and lighting
- u. 4 large destination ramadas power and lighting
 - 1) Ceiling fan power
 - 2) Outdoor kitchen space power
- v. Pathway and trail lighting with lighting at exercise nodes
- w. Parking lot & drive isle lighting
- x. Fabric shade structure mounted lighting
- y. Irrigation controller power
- z. Communications systems conduits (WiFi, etc.)
- aa. Infrastructure coordination with SRP for future Recreation Center (~25,000 sq ft)
- 4. Prepare photometric calculations showing all lighting averages, uniformities and spill light mitigation/control at adjacent property lines.
- 5. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
- 6. For the equipment listed above prepare:
 - a. Elevation views
 - b. Installation details
 - c. Load calculations
 - d. Single line diagrams
 - e. Panel schedules
 - f. Power conduit and wire table
 - g. System fault current calculations
 - h. Voltage drop calculations
- 7. Prepare an engineer's opinion of probable electrical construction costs coordinated with CMAR at each of 3 last submittals broken out by park construction phase.
- 8. Prepare project specific electrical specifications per City of Chandler standards.
- 9. Perform in-house QA/QC review and modifications.
- 10. The above plans will be provided to client at 30%, 60%, 95% and Final (100%) levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will submit to the City as required.
- 11. Municipal and team conflict review comments will be responded to and addressed.
- 12. Structural calculations for the light foundations will be completed by the team structural engineer.



Public Street Lighting Design Scope of Services:

1. Coordinate design with J2, civil engineer and CMAR as noted:
 - a. Project coordination will be performed via email, telephone calls, and virtual meetings, in-person meetings are not included in this scope.
2. Visit the site to determine existing adjacent street lighting conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 24 x 36. The photometric calculations will show the existing and proposed lighting levels for all streets and intersections as required.
4. Design will include the required lighting locations to meet Chandler requirements.
5. Prepare 24" X 36" street light construction drawings showing all street lighting for the following streets:
 - a. Hillcrest Drive extension throughout the park continuing to Val Vista Drive (~3540 linear feet)
 - b. Design of City Fiber Optic Network extension conduits along Hillcrest Drive
6. Prepare an engineer's estimate of probable street lighting construction costs with CMAR coordination.
7. Perform in-house QAQC review and modifications.
8. The above plans will be provided to client for submittal review and comment at 30%, 60%, 95% and Final (100%) levels. Submittals will be made via email in digital PDF format. Client will submit to the City as needed.
9. Municipal review comments will be responded to and addressed.

Please Note: All underground electrical utilities, providing power to public street lights, shall be designed by local utility company.

Traffic Signal Design Scope of Services:

1. Coordinate design with J2, civil engineer, CMAR, City of Chandler and Town of Gilbert as noted:
 - a. Project coordination will be performed via email, telephone calls, and virtual meetings, this task includes one pre-design meeting.
2. Visit the site to determine existing adjacent signal conditions. This task will include identifying potential overhead and underground conflicts. Up to (1) one visit.
3. Prepare 24" X 36" traffic signal construction drawings for one intersection:
 - a. S. Val Vista Drive and Hillcrest Drive
4. Design all new equipment including vehicle and pedestrian indications, vehicle detection, pre-emption equipment, signal poles, mast arms, foundations, signal pole mounted luminaires, illuminated street name signs, controller cabinet, power service pedestal, antenna, and video cameras.
5. All equipment will be designed to meet local codes and ordinances as well as ADA, MUTCD, OSHA, NESC, and other applicable state and federal requirements as adopted by the local jurisdiction.
6. Prepare equipment schedule identifying all equipment required.
7. Prepare conduit and conductor table to power all equipment.
8. Prepare an internal illuminated street name sign equipment schedule.



9. Coordinate tie in of the traffic signal interconnect conduit into signal system. Traffic signal interconnect design is not included in this scope.
10. Prepare single line diagram and load calculations for power service pedestal as required.
11. Prepare an engineer's estimate of probable construction costs in coordination with CMAR with item and unit cost breakdown.
12. Perform in-house QA/QC review.
13. Coordinate with client regarding review comments from design team and municipality.
14. The above plans will be provided to client for submittal review and comment at 30%, 60%, 95% and Final (100%) levels. Submittals will be made via email in digital PDF format. Client will submit to the City as needed.
15. 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 location of Utility Company point of electrical service connection for electric meters and public street lighting will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services.

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. Electrical Design Services: **\$146,080.00** (Lump Sum)
2. Public Street Lighting Design Services: **\$6,260.00** (Lump Sum)
3. Traffic Signal Design Services: **\$20,510.00** (Lump Sum)

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Hourly Rate Schedule:

Any services listed as billed hourly or not specifically included in the Scope of Services section shall be payable at the following rates:

Principal	\$210/hour	Designer	\$130/hour
Senior Engineer	\$180/hour	Drafter	\$110/hour
Engineer	\$150/hour	Admin	\$80/hour



Printing Charges:

Although not anticipated, any printing and delivery requested will be charged at 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,

A handwritten signature in black ink, reading "R. Scott Wright". The signature is fluid and cursive, with the first name "R." and last name "Wright" clearly visible.

R. Scott Wright, P.E., LC
Wright Engineering Corporation



Acceptance:

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.

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 _____ 2025

(Company Name)

(Signature)

(Print or Type Name)

(Title)

Client Billing Information:

(Contract / Accounts Payable 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 or call us at 480.497.5829.



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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 and reasonable expenses rendered to the date of termination.

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.

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.

Arbitration

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 arbitration 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.

Insurance

Wright Engineering Corporation shall carry and maintain the following types of insurance that covers the entire scope of work described in the contract: (i) commercial general liability (Bodily Injury/Property Damage) \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (ii) an umbrella policy in the amount of \$4,000,000 per occurrence and \$4,000,000 aggregate.

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 insurance limits.



EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A