

NOTICE OF SPECIAL MEETING

Pursuant to Section 54956 of the Government Code of the State of California, a Special meeting of the **Tracy City Council** is hereby called for:

Date/Time: **Tuesday, June 9, 2015, 4:00 p.m.**
(or as soon thereafter as possible)

Location: **Council Chambers, City Hall**
333 Civic Center Plaza, Tracy

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy City Council on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

1. Call to Order
2. Roll Call
3. Items from the Audience - *In accordance with Procedures for Preparation, Posting and Distribution of Agendas and the Conduct of Public Meetings, adopted by Resolution 2015-052 any item not on the agenda brought up by the public at a meeting, shall be automatically referred to staff. If staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting.*
4. FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS, APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN INC., OF SANTA CLARA, CALIFORNIA, TO PREPARE CONSTRUCTION DOCUMENTS FOR CONSTRUCTION OF SIXTEEN SPORT FIELDS WITHIN PHASE I AREA OF THE LEGACY FIELDS COMPLEX – CIP 78153, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT
5. Adjournment



Mayor

Posted: June 5, 2015

The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in public meetings. Persons requiring assistance or auxiliary aids in order to participate should call City Hall (209-831-6105), at least 24 hours prior to the meeting.

Any materials distributed to the majority of the Tracy City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 333 Civic Center Plaza, Tracy, during normal business hours.

AGENDA ITEM 4

REQUEST

FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSALS PROCESS, APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN INC., OF SANTA CLARA, CALIFORNIA, TO PREPARE CONSTRUCTION DOCUMENTS FOR CONSTRUCTION OF SIXTEEN SPORT FIELDS WITHIN PHASE I AREA OF THE LEGACY FIELDS COMPLEX – CIP 78153, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

City Council is requested to approve a Professional Services Agreement (PSA) with Verde Design Inc., of Santa Clara, California, to provide design services to prepare construction documents for sixteen sports fields (eight baseball fields and eight soccer fields) at the Legacy Fields Complex.

DISCUSSION

On December 17, 2013, City Council accepted the infrastructure improvements of Legacy Fields Complex which were sized to serve the entire 166-acre site of which only 72 acres were developed under Phase 1 at that time. In addition to the infrastructure, the 72-acre site was also graded to facilitate construction of 20 sports fields (12 baseball and 8 soccer fields) by various sports leagues.

Since acceptance of the Phase I infrastructure project, Tracy Little League has constructed two baseball fields with partial improvements to make the fields playable. No other league has built any fields.

In order to initiate development of various sports fields within the Legacy Fields Complex, City Council approved \$5.1 million for the design and construction of fields within the Phase I area. City Council also formed a subcommittee comprising of two Council members to coordinate with various sports leagues and exercise value engineering to limit the scope and maximize the construction improvements within the available budget.

The Council subcommittee had several meetings with the sports leagues and staff and provided their input to the full Council at its special meeting on June 1, 2015. The City Council, at its special meeting, authorized staff to proceed with the design and construction of 16 sports fields within the Phase 1 area. This includes six soccer fields and seven baseball fields with playable improvements and to construct minimum subsurface improvements to one baseball field and two soccer fields so that respective leagues can complete the remaining improvements.

City Council further directed staff to complete the construction bid documents and complete improvements of sports fields for next year's baseball and soccer season.

Since time is of the essence, staff coordinated and requested proposals from Verde Design who had prepared the original improvement plans for various sport fields within the Complex. Verde Design, the original design consultant, submitted a proposal to complete the work for a not to exceed amount of \$149,818. Out of this amount, \$30,000 will be reserved for design support during construction on an as needed basis. If this amount is not used for design support, it can be used for additional construction improvements.

The scope of consultant services will involve completion of bid package of improvement plans incorporating deletions, additions, and substitutions as finalized from value engineering. The work will also involve preparation of project specifications and bid documents which were never completed for this project since the fields were to be constructed by various leagues and not by the City.

Staff has reviewed the proposal and scope of work. The proposal was solicited only from Verde Design and no other consultant was contacted. The main reason for the sole source is that no consultant will take responsibility for the majority of work completed by another. In addition, since Verde is the original consultant, they are the most familiar with the project. Also, no other consultant will be able to complete the construction bid package within the short time line due to their unfamiliarity of the project. As such, staff believes it is in the best interest of the City to forgo the normal process of inviting Requests for Proposals (RFP).

STRATEGIC PLAN

This agenda item is a routine operational item and is not related to the Council's Strategic Plans.

FISCAL IMPACT

The project is an approved Capital Improvement Project funded from the General Project Fund 301. The cost of the Professional Services Agreement is funded from the leftover amount of \$150,000 from the Legacy Fields Infrastructure Improvements Phase I Project - CIP 78115.

RECOMMENDATION

That City Council, by resolution, find it is in the best interest of the City to forego the formal request for proposals process, approve a Professional Services Agreement with Verde Design Inc., of Santa Clara, California, to prepare construction documents for construction of sixteen sports fields for Phase I of the Legacy Fields Complex – CIP 78153, and authorize the Mayor to execute the agreement.

Agenda Item 4
June 9, 2015
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Prepared by: Kul Sharma, Utilities Director

Reviewed by: Andrew Malik, Interim Assistant City Manager

Approved By: Troy Brown, City Manager

ATTACHMENTS:

Attachment A - Professional Services Agreement – Verde Design

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
LEGACY PARK SPORTS FIELD DESIGN**

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and Verde Design, Inc. a California Corporation (“Consultant”).

RECITALS

- A. CONSULTANT is a registered Landscape Architect in the state of California.
- B. CONSULTANT services are needed for design services including construction support for the Legacy Park Sports Fields CIP 78115A located in the City of Tracy (hereinafter “PROJECT”).
- C. At the request of CITY, CONSULTANT submitted its proposal to perform the services described by this Agreement. Competitive negotiations procedures were not followed and CITY solicited proposals from one consultant since this CONSULTANT’s had prepared the plans and specifications for the original design of the sports fields for Phase I construction. It was more efficient, consistent and cost effective to continue with the same consultant in this role. CONSULTANT submitted a proposal to perform the services described in Exhibit “A” of this Agreement. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On June 9, 2015, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2015-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Derek McKee** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit “A,” nor shall Consultant use any subcontractors or subconsultants, without City’s prior written consent.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the

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VERDE DESIGN FOR LEGACY PARK SPORTS FIELD DESIGN
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circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. **INDEPENDENT CONTRACTOR STATUS.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant. Consultant is free to work for other entities while under contract with the City. Consultant is not entitled to City benefits.
4. **CONFLICTS OF INTEREST.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.
5. **COMPENSATION.**
 - 5.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$149,818 (One Hundred Forty Nine Thousand Eight Hundred Eighteen Dollars) Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.
 - 5.2 **Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.
6. **TERMINATION.** The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall

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be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. **INDEMNIFICATION.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

9. **BUSINESS LICENSE.** Before beginning work under this Agreement, Consultant shall obtain a City of Tracy Business License.

10. **INSURANCE.**

10.1 **General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

10.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

10.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

10.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
VERDE DESIGN FOR LEGACY PARK SPORTS FIELD DESIGN**

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- 10.5 Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.
- 10.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 10.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 10.6.2** For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.
- 10.7 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.
- 10.8 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 10.9 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five days after the execution of this Agreement.
- 10.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.
- 10.11 Consultant’s Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.
- 11. ASSIGNMENT AND DELEGATION.** This Agreement and any portion of it shall not be assigned or transferred, nor shall any of the Consultant’s duties be delegated, without the City’s written consent. Any attempt to assign or delegate this Agreement without the City’s written consent shall be void and of no effect. City’s consent to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 12. MISCELLANEOUS.**
- 12.1 Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

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VERDE DESIGN FOR LEGACY PARK SPORTS FIELD DESIGN
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To City:
Kuldeep Sharma
Director of Utilities
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Derek C. McKee, RLA
Principal
Verde Design, Inc.
2455 The Alameda, Suite 200
Santa Clara, CA 95050

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

- 12.2 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12.4 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 12.6 Entire Agreement.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.
- 12.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

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12.8 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

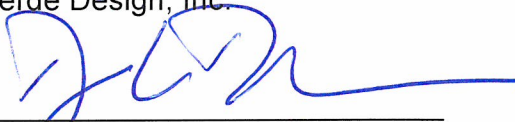
13. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties agree to the full performance of the terms set forth here.

City of Tracy

Consultant
Verde Design, Inc.

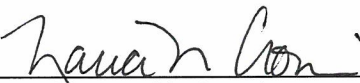
By: Michael Maciel
Title: Mayor
Date: _____


By: Derek McKee
Title: President
Date: 6-8-15

Attest:

Fed. Employer ID No. _____
20-8974203

By: Nora Pimentel
Title: City Clerk
Date: _____


By: Nance N. Cronin
Title: Treasurer
Date: 6/8/15

Approved As To Form:

By: Daniel G. Sodergren
Title: City Attorney
Date: _____

Exhibits:

- A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 5.)

Exhibit A Scope of Services

PROJECT UNDERSTANDING/HISTORY:

The City of Tracy (City) is planning to construct additional fields at the Legacy Youth Sports Complex. It is our understanding that the design will include the following improvements: five Babe Ruth baseball fields, three Little League baseball fields and eight TYSL soccer fields.

One of the Babe Ruth fields will just include fine grading, irrigation and drainage. Two of the soccer fields will be setup with everything but the seed or sod for natural turf. Each youth sports group will complete those three fields.

Improvements shall be based on the minimum design consultant has been coordinating through the pre-design services. Consultant has reviewed the improvement plans with staff and the user groups to develop a project with a \$5.1 million budget. Consultant shall update the previous plans to align with the minimal design approach based on the direction received.

Consultant shall design a process to include pre-design services for estimating and programming, 95% construction document submittal, building department submittal and final approved construction documents. Consultant services includes bidding and construction support.

Consultant shall include the following meetings:

- Pre-Design Services
 - Two (2) meetings with the City
 - Three (3) meetings with the user groups
- Construction Documents
 - Two (2) meetings with City or user groups
 - Two (2) design team meetings

Consultant services and scope will include:

- Plan modifications to align with the \$5.1M project as discussed in our previous meetings.
 - Develop cover sheet
 - Grading and drainage
 - Utility design for the Babe Ruth fields only.
 - No existing conditions plan is proposed to be included
 - Layout and material plan updates
 - Revise the backstop details to include a 30' backstop with netting overhang
 - Detail updates based on the project content
 - Irrigation plan updates
 - Head locations adjustments for the soccer fields
 - Removal of the extra quick coupler valves
 - Irrigation calculations revisions
 - Solar or powered controller
 - Electrical plan updates for the Babe Ruth fields only.
 - Structural engineering is not included and will be provided by the contractor.
- City or contractor shall provide SWPP permitting and documentation for QSD services. Contractor or City shall also provide QSP or inspection services.

- Consultant is not providing a site or utility survey.
- Consultant shall include cost estimates for each of the submittals
- Specification updates to align with the project
- Bid and construction support for the first ten fields for the \$5.1 million project.
- Consultant shall review the existing utility systems and interaction with proposed improvements.
- No buildings, architecture, signage or lighting is being provided

Improvement needs will be limited to the immediate project area. Consultant's timeline is below. A budget of \$5.1M has been established based on pre-design services.

SCOPE OF SERVICES

Consultant shall provide the following services base on the above stated project understanding.

I. Pre-Design Services

- A. Visit the project site to complete a visual inventory of the recent Little League improvements.
- B. \$5.1 Million Budget Strategy and Design – Draft Approach
 1. Develop a graphic of improvements
 2. Develop preliminary cost estimate
 3. Consultant coordination on costs and improvement approach
 4. City staff meeting
- C. Refine the graphic and estimate and review with staff.
- D. Three review meetings with the user groups to get their input.
- E. Develop the final draft approach for the \$5.1 million budget strategy.
- F. Schedule options for design and construction.
- G. Coordinate the work with the City.

II. Construction Document Phase - The following outlines the work to be completed to prepare plans and specifications for construction to a 95% submittal package level.

- A. The submittal includes plans and draft technical specifications. The plans show overall site design including:
 - a. Cover Sheet
 - b. Erosion and Sediment Control Plan
 - c. Grading Plan
 - d. Drainage Plan
 - e. Utility Plan
 - f. Layout Plan
 - g. Material and Detail Reference / Demolition Plan / Planting Plan
 - h. Irrigation Plan
 - i. Construction Details
 - j. Electrical Plan and Details
 - k. Civil Plan and Details

- B. The draft technical specifications show representative specifications for the project. Specifications will be provided in CSI format.
- C. The submittal book supplements the plans and specifications showing:
 - b. Progress Report
 - c. Questions and Comments
 - c. Statement of Probable Construction Costs
 - d. Product cut sheets
- D. Soil samples at each of the field areas for agronomy testing.
- E. Redline and review, Internal Quality Control (QC).
- F. Submittal preparation and coordination of plans and specifications will be provided for review.
- G. Two review meetings with City and user groups to review plans and receive comments. Review of this submittal is critical prior to proceeding with finalizing the construction documents.
- H. Project administration

III. City Approval Phase

- A. Building Department Submittal
 - 1. We will update plans per comments and then setup a City building department submittal set that includes our plans and specifications.
 - 2. We will coordinate comments received with City for back-check review meeting.
 - 3. Attend up to one back-check review meeting.
- B. Bid Submittal - Coordinate final bid package.

IV. Bid and Construction Support

Consultant agrees to provide the following services to the City on an on-call basis following the bid submittal.

- A. Coordinate bidding procedures with City
- B. Answer questions during bidding.
- C. Assist in preparing addenda
- D. Assist in bid evaluation.
- E. Respond to questions, request for information and provide clarifications.
- F. Review submittals and shop drawings.
- G. 5 site observation / construction meetings visits are included. Visits will include site demolition, grading, drainage, hardscape, and fencing improvements review at specific stages of construction. Site observation reports will be provided. Meeting agendas and reports are not included for the construction meetings.
- H. Review price requests and change orders.
- I. Provide a punch list of the constructed improvements. Punch list will be completed when the project is complete.

- J. Review contractor as-built plans and submit review to the City. As we provide RFI or field directive responses, we update our cad files during construction.
- K. Project closeout and assistance.

PRODUCTS

Consultant shall provide the following products as outlined in the above Scope of Services:

- A. Pre-Design Services
 - 1. Draft Strategy and Approach – Graphic and Estimates
 - 2. Final Draft Strategy and Approach – Graphic and Estimates
 - 3. Preliminary Schedule Options
- B. Construction Documentation
 - 1. 95% package – one electronic set of plans, costs and specifications
 - 2. Material recommendations for furnishings.
 - 3. Building department submittal plans – one electronic set and back check stamped plans / costs and specifications to the City.

PROJECT TIMELINE

Consultant proposes the following general timeline:

| | |
|-------------------------------|---------------------|
| Pre-Design Support: | January to May 2015 |
| Construction Documentation: | |
| 95% Submittal: | June to July 2015 |
| Building Department Approval: | July 2015 |

Note: the above timelines does not include any required review time by the City or user groups.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

- 1. Any available construction, utility or record drawings of the project area.
- 2. Program use criteria by the user groups.
- 3. Any specific owner requests regarding field design and maintenance.
- 4. Geotechnical testing and inspection during construction.
- 5. SWPP permitting and inspection.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 - 1. Meetings other than those listed
 - 2. Renderings and presentations to public bodies other than those listed
 - 3. CEQA documents / reports
 - 4. SWPP design, testing and inspection during construction – QSD/QSP services.
 - 5. Underground utility or site surveys

6. Utility runs for off-site connections
 7. Permit fees associated with the project
 8. Inspection and testing required during construction
 9. Design for areas not identified in the project understanding
 10. Pump or well design
 11. 3D graphics
 12. Prequalification selection process for contractors or materials
 13. Buildings, bleachers, press box, sport field lighting and site lighting design or engineering.
 14. Separate bid packages or construction sequences implementation beyond what is proposed.
 15. Geotechnical report
 16. C.3 design
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2016 to cover annual wage adjustments for office personnel.
- C. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this Exhibit A, Consultant requests the following lump sum fee including all reasonable reimbursable expenses that are outlined to be included in the project.

| | |
|---|------------------|
| ▪ Phase 1: Pre-Design | \$15,700 |
| ▪ Phase 2: Construction Documents | \$90,878 |
| ▪ Phase 3: Permitting | \$11,166 |
| ▪ Phase 4: Bid and Construction Support | \$32,074 |
| Total | \$149,818 |

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

City may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Consultant shall turn over copies of any and all documents completed to that date. Consultant shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Consultant.

LEGACY FIELD DESIGN / CONSTRUCTION SCHEDULE

| | 2015 | | | | | | | 2016 | | | | | | | | |
|--|------|------|------|-------|------|------|------|------|------|-------|-------|-----|------|------|-----|-------|
| | June | July | Aug. | Sept. | Oct. | Nov. | Dec. | Jan. | Feb. | March | April | May | June | July | Aug | Sept. |
| PSA approval by City Council - June 3, 2015 to June 9, 2015 | █ | | | | | | | | | | | | | | | |
| Consultant Prepare Plans - Specs. & Bid Package June 9, 2015 to July 30, 2015 | █ | | | | | | | | | | | | | | | |
| Bidding Period - July 30, 2015 Bid Opening on Aug. 22, 2015 | | | █ | | | | | | | | | | | | | |
| Review Bids - Aug. 22, 2015 to Award Contract on Sept. 2, 2015 | | | | █ | | | | | | | | | | | | |
| Issue Notice to Proceed On Sept 16, 2015 | | | | █ | | | | | | | | | | | | |
| Construction Period - Sept. 16, 2015 to April 30, 2016 (Complete Basketball Field)-Sod | | | | | █ | | | | | | | | | | | |
| Construction Period - Sept. 15, 2016 (Complete Soccer Field)-Seed | | | | | | | | | | | | | █ | | | |

EXHIBIT B

Charge Rate Schedule

Effective until December 31, 2015

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

| | |
|---|-------------------|
| Principal | \$195.00 per hour |
| Project Manager/Construction Manager | |
| Level Four | \$180.00 per hour |
| Level Three | \$160.00 per hour |
| Level Two | \$145.00 per hour |
| Level One | \$130.00 per hour |
| IT Manager | \$150.00 per hour |
| CAD Manager | \$130.00 per hour |
| Project Designer | \$125.00 per hour |
| Job Captain/Staff Engineer/Construction Administrator | \$120.00 per hour |
| Draftsperson Level II | \$105.00 per hour |
| Draftsperson Level I | \$100.00 per hour |
| Project Administrator | \$80.00 per hour |
| Intern | \$70.00 per hour |

Reimbursable Rates

| | |
|--|---------------|
| Blueprints, Printing and Reproductions | Cost plus 10% |
| Sub Consultant Services | Cost plus 10% |

Reimbursable Expenses

| | |
|--------------------------------|---------------------------|
| Blueprints and Reproductions | Travel Expenses |
| Photography | Parking and Toll Expenses |
| Models and Renderings | Permit Fees |
| Postage/Overnight Mail Service | Courier Delivery Service |

RESOLUTION 2015 - _____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSALS PROCESS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN INC., OF SANTA CLARA, CALIFORNIA, TO PREPARE CONSTRUCTION DOCUMENTS FOR CONSTRUCTION OF SIXTEEN SPORT FIELDS WITHIN PHASE I AREA OF THE LEGACY FIELDS COMPLEX – CIP 78153, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, On December 17, 2013, City Council accepted the infrastructure improvements of Legacy Fields Complex which were sized to serve the entire 166-acre site of which only 72 acres were developed under Phase 1, and

WHEREAS, In order to initiate development of various sports fields within the Legacy Fields Complex, City Council approved \$5.1 million for the design and construction of fields within the Phase I area, and

WHEREAS, On June 1, 2015, City Council authorized staff to proceed with the design and construction of 16 sports fields within the Phase 1 area, and

WHEREAS, City Council further directed staff to complete the construction bid documents and complete improvements of sports fields for next year's baseball and soccer season, and

WHEREAS, Staff coordinated and requested proposals from Verde Design who had prepared the original improvement plans for various sport fields within the Complex, and

WHEREAS, The main reason for the sole source is that no consultant will take responsibility for the majority of work completed by another, and

WHEREAS, Verde Design, the original design consultant, submitted a proposal to complete the work for a not to exceed amount of \$149,818, and

WHEREAS, The project is an approved Capital Improvement Project funded from the General Project Fund 301. The cost of the Professional Services Agreement is funded from the unused funds from the Legacy Fields Infrastructure Improvements Phase I Project - CIP 78115;

NOW, THEREFORE, BE IT RESOLVED, That City Council finds it is in the best interest of the City to forego the formal request for proposals process, approves a Professional Services Agreement with Verde Design Inc., of Santa Clara, California, to prepare construction documents for construction of sixteen sports fields for Phase I of the Legacy Fields Complex – CIP 78153, and authorizes the Mayor to execute the agreement.

* * * * *

The foregoing Resolution 2015-_____ was adopted by the City Council on the 9^h day of June, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK