Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: 2022 Saginaw Playground Assessment IPO

This item is for consideration and recommendation to Council for the funding of the Saginaw Playground Assessment. The assessment will be completed by our engineer Kimley Horn & Associates. It will include evaluations of all of our park facilities and the equipment in these parks. In addition to that, there will be consultation with City Staff, meetings and a detailed final report of their findings.

The cost for the 2022 Saginaw Playground Assessment is $38,000 and funding would come from future Park Bond Funds. Staff would like for the Park Board to recommend to Council, for the approval of the funding for the 2022 Saginaw Playground Assessment IPO in the amount of $38,000.

Thanks

Randy Newsom
Director Public Works

INDIVIDUAL PROJECT ORDER NUMBER 2022 SAGINAW PLAYGROUND ASSESSMENTS

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client or City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project:

Project Name: Saginaw Playground Assessments
KH Project Manager: Katherine Utecht

Specific Scope of Basic Services:

This project consists of playground site visits and an assessment of existing playground conditions for nine (9) City playgrounds as defined in Task 2.

Task 1 – Project Meetings and Design Coordination

The Consultant will provide the following professional services under this task:

1. Kick-Off Meeting – The Consultant will facilitate one (1) virtual or in-person kick-off meeting with City Staff to review schedule and deliverables.

2. Meetings –

    a. The Consultant will prepare for and attend two (2) virtual or in-person City assessment review meetings.
    b. The Consultant will prepare for and attend two (2) in-person City Parks Advisory Board meetings.
    c. The Consultant will prepare for and attend two (2) in-person City Council meetings.

3. Coordination – Project communication, correspondence, and coordination with City. The Consultant anticipates 1 hour a week for the duration of the project, not to exceed 20 hours, for project communication (emails, phone calls, meetings, project updates/clarifications).

Services/Deliverables provided by the Client:

a. Attend kickoff meeting.
b. Attend meetings for reviewing plans.
c. Coordination and correspondence with the City.

Task 2 – Playground Site Visits

The Consultant will perform a Certified Playground Safety Assessment to review the existing conditions of nine (9) playground areas at the following locations:

1. William Houston Park – 700 Park Center Blvd, Saginaw, TX 76179

2. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, north of the softball field

3. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, south of basketball courts and east of Parkwest Blvd

4. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, west of S Knowles Dr. and north of Willow Creek Paw Park (101 S Knowles Dr., Saginaw, TX 76179)

5. Opal Jo Jennings Park – 700 Opal St., Saginaw, TX 76179

6. Brian Schwengler Memorial Park – 812 Thompson Dr., Saginaw, TX 76179

7. Highland Station Park – 1501 High Country Trail, Saginaw, TX 76131, east of High Country Trail and west of Highland Station Park Dog Park

8. Highland Station Park – 1501 High Country Trail, Saginaw, TX 76131, east of Trinity Trail and north of Highland Station Park parking lot

9. Sagewood Park – 1055 Sagewood Lane, Saginaw, TX 76131

The Consultant will conduct one (1) site visit for each location as directed by the City to observe the playground area. The Assessment will not be exhaustive or extend to every aspect of the existing play components and will be limited to visible surfacing and vertical play features.

Task 3 – Playground Assessment

The Consultant will provide the City with a written Assessment identifying the play components, photography of existing conditions identifying items inconsistent with the below-mentioned standards, and recommendations to improve the items inconsistent with the below-mentioned standards. The Consultant will provide the City with a matrix of noncompliant items and a rough order of magnitude cost estimate for improvements.

The Assessment will evaluate:

1. The play equipment and material condition, clearances, and use areas consistent with the standards of the American Society for Testing and Materials (ASTM) section F1487 and the Public Playground Safety Handbook (PPSH) issued by the Consumer Product Safety Commission.

2. Other observed priority safety hazards classified by ASTM F1487 and PPSH, if any.

If a safety hazard identified requires immediate action from the City and requires the Consultant to conduct additional site visits to observe the proposed remedy, all site visits and additional documentation will be an additional service that will be billed at our current hourly rates.

Additional Services if required:

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

- Measuring surfacing depth compared to play equipment critical height
- Surfacing HIC or GMAX testing consistent with ASTM F1292 or ASTM F3313-20
- The accessibility route to the playground area consistent with the 2010 Department of Justice American Disability Act (ADA) Standards for Accessible Design
- The accessible inclusive play elements at each playground

- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule:

Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Deliverables:

- Playground Improvement Matrix

Terms of compensation:

Task Name	Budget Amount	Fee Type
Task 1 – Project Meetings and Coordination	$ 9,000	(Lump Sum)
Task 2 – Playground Site Visits	$ 10,500	(Lump Sum)
Task 3 – Playground Assessment	$ 18,500	(Lump Sum)
Total Fee	**$38,000**	

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of $38,000. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Lump Sum tasks will be invoiced based on the percent completion of the tasks.

Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	$125 - $200
Professional	$180 - $240
Senior Professional I	$225 - $285
Senior Professional II	$265 - $300
Senior Technical Support	$150 - $220
Support Staff	$95 - $135
Technical Support	$95 - $140

Effective through June 30, 2022

Subject to periodic adjustment thereafter

ACCEPTED:

CITY OF SAGINAW	**KIMLEY-HORN AND ASSOCIATES, INC.**
SIGNED:_____	SIGNED:_____
PRINTED NAME:_____	PRINTED NAME:_____
TITLE:_____	TITLE:_____