

Staff Summary Report



Council Meeting Date: 07/22/08

Agenda Item Number: _____

SUBJECT: Request approval of a design services contract with Dick & Fritsche Design Group for architectural plans for renovations to the Tempe police main building at 120 E. Fifth Street.

DOCUMENT NAME: 20080722PWDR18 POLICE-COURTS BUILDING-120 E 5TH ST (0902-16) PROJECT NO. 5503071

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for this contract shall not exceed \$936,945.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (x8814)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5503071.

RECOMMENDATION: Approve contract and authorize the Mayor to execute all necessary documents.

ADDITIONAL INFO: The scope of work for this contract is to prepare architectural plans for renovation of the Tempe police main building. Phase I design will include the first and second floors of the existing east building. Phase II will continue design of the first and second floors of the existing west building as the construction budget allows.

The design fee was negotiated by staff and is considered reasonable for the scope of services. Dick & Fritsche Design Group was selected by a review committee as the most qualified firm for these services using a qualification based process set forth in Title 34 of the Arizona Revised Statutes.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 22nd day of July, 2008, by and between the City of Tempe, a municipal corporation, hereinafter called City, and DICK & FRITSCHER DESIGN GROUP, an Arizona corporation, hereinafter called the Consultant.

The City engages the Consultant to perform professional services for a project known and described as TEMPE MAIN POLICE STATION/ITD RENOVATION, Project No. 5503071, hereinafter called the "Project".

1. SERVICES OF THE CONSULTANT

The Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions. Consultant's services shall include the following:

- 1.1. The Consultant shall prepare architectural plans for the renovation of the Tempe Main police station including the first and second floors of the existing east building (building 2) as phase 1, as described in Exhibit A attached. The Consultant shall prepare architectural plans within the balance of the construction budget for phase 2, which includes the first floor of the west building (building 1).
- 1.2. The Consultant has assigned John Dick as the Project Manager for this Contract. Prior written approval by the City is required in the event the Consultant needs to change the Project Manager. The Consultant shall submit the qualifications of the proposed substituted personnel to the City for approval prior to any substitution or change.
- 1.3. The Consultant shall prepare and submit a detailed opinion of probable cost of the project.
- 1.4. The Consultant shall follow and comply with the Public Improvement Project Guide as directed by the City.
- 1.5. The Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by the City (hereinafter 'MAG Standards'). All plans shall be prepared on CAD as required by the City. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

- 1.6. The Consultant shall design the project within the allotted budget of \$4,500,000.00. Sufficient alternatives shall be included in the bid package to allow the City to construct the facilities.
- 1.7. The Consultant shall be responsible to redesign the project at no additional cost to the City if required to build within the Contract specified budget.
- 1.8. The Consultant shall obtain all necessary permits required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a default of this Contract.
- 1.9. The Consultant shall perform the work in a manner and at times which do not impede or delay the City's operations and/or functions.
- 1.10. The Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. PERIOD OF SERVICE

The Consultant shall complete all services within 900 calendar days of the "Notice to Proceed" date, which shall be issued by the City. In the event delays are experienced beyond the control of the Consultant, period of service may be revised as approved by the City in its sole discretion.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$789,625.00, (hereinafter 'Contract Amount'), unless otherwise authorized by the City. This fee includes the sum of \$330,430.00 for phase 1 design; an amount not to exceed \$71,850.00 for phase 1 construction administration based on hourly rates established in the attached Exhibit A; an allowance of \$335,345.00 for phase 2 design; and an allowance of \$52,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- 3.2. The City shall pay the Consultant in installments based upon monthly progress reports and detailed invoices, if approved by the City, submitted by the Consultant subject to the following limitations:
 - 3.2.1. Prior to approval of the program phase of the Project, payments to the Consultant shall not exceed 40% of the Contract Amount.
 - 3.2.2. Prior to approval of the schematic design phase, payments to the Consultant shall not exceed 50% of the Contract Amount.
 - 3.2.3. Prior to approval of the design development phase, payments to the Consultant shall not exceed 60% of the Contract Amount.

- 3.2.4. Prior to approval of the construction documents, payments to the Consultant shall not exceed 70% of the Contract Amount.
- 3.2.5. Prior to completion of the bidding phase, payments to the Consultant shall not exceed 90% of the Contract Amount.
- 3.2.6. Prior to completion of the construction phase, payments to the Consultant shall not exceed 80% of the Contract Amount.
- 3.2.7. Payments for reimbursable expenses shall be made during all phases based on actual expenses, approved by the City.
- 3.3. The City at its discretion may, by written notification, waive the above limitations.
- 3.4. The City shall make payments to the Consultant within thirty (30) days after receipt and approval of the progress reports and detailed invoices.

4. THE CITY'S RESPONSIBILITIES

- 4.1. The City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the project manager.
- 4.2. The City shall review submittals by the Consultant and provide a prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Consultant's work. The City will keep the Consultant advised concerning the progress of the City's review of the work. The Consultant agrees that the City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of the Consultant or its sub-consultant(s).
- 4.3. The City reserves the right to conduct an independent value engineering review of the Project.
- 4.4. The City may retain a consulting firm to prepare an estimate of construction costs. The City may choose not to bid the Project unless and until all estimates received fall within a reasonable variance, as determined by the City.
- 4.5. Unless included in the Consultant's services as identified in Section 1, the City may elect but is not required to furnish the Consultant, the following information or services for this Project, upon reasonable request:
 - 4.5.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the

Consultant shall be solely responsible for researching the records and requesting specific drawings or information, and independently verifying said data.

- 4.5.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
- 4.5.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. The City shall be entitled to terminate this Contract at any time, in its discretion. In addition, the City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by the Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 4545 E. McKinley Street, Phoenix, AZ 85008. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. Immediately after receiving such notice, the Consultant shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. The Consultant shall appraise the services it has completed and submit a detailed appraisal to the City for evaluation. The City shall have the right to inspect the Consultant's work to analyze and appraise the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination.
- 5.4. Within ten (10) days of receipt of notice of termination as set forth herein, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by the City.
- 5.5. In the event of such termination or abandonment, the Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. Such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

- 5.6. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the Consultant as approved by the City based upon the scope of work set forth in Exhibit A, as determined by the City. However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.7. The City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after the Consultant has delivered the last of the completed items and the final fee has been submitted to the City.

6. INSURANCE

Without limiting any obligations or liabilities, the Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the City.

- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. The City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Sub-Consultants/Contractors. Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.
- 6.2. Workers' Compensation. The Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are sub-contracted, the Consultant shall require all sub-consultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by the Consultant.

- 6.3. Automobile Liability. The Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant

services. Coverage will be at least as broad as coverage Code 1 “any auto” (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. The Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. The Consultant retained by the City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. The Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

7. **HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by the City. All required health insurance must be maintained during the entire time of the Contract with the City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.

- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with the City for a period of three (3) years from the execution of the contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on any projects, including that of all agents, employees, officers, and contractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the City and are to be delivered to the City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the Consultant. The City shall retain ownership of these original works. If approved in writing by the City, the Consultant may retain the originals and supply the City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. The Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, the Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if the Consultant gains such interest during the course of this Contract.

- 9.2. If the Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.
- 9.3. The Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. The Consultant agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier, other than the City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, sub-contractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with the City.

10. COVENANT AGAINST CONTINGENT FEES

The Consultant affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts,

professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should the City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse the City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by the City in enforcing the Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by the Consultant without prior written authorization from the City, at the City's sole discretion. Additional services, when authorized by an executed contract or an Amendment to this Contract shall be compensated for by a fee mutually agreed upon between the City and the Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of the City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Equal Opportunity. The Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination.
- 15.2. Legal Compliance. In addition, Consultant covenants that it will comply with any and all governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and all applicable safety laws, rules and regulations, including but not limited to the Fair Labor Standards Act, the Walsh Healey Act, Arizona Executive Order No. 99-4, and the Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Consultant shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.3. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

The Consultant further agrees to include the foregoing provisions in any and all sub-contracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.4. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and upon execution by the duly authorized City officials and the duly authorized agent of the Consultant.
- 15.5. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.6. Exhibits. All Exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any Exhibit hereto, the terms of this Contract shall govern.
- 15.7. Force Majure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party’s control if it is within the control of such party’s agents, employees, assigns, contractors or subcontractors.
- 15.8. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.9. Consultant’s Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

- 15.10. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.11. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.12. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by the City.
- 15.13. No Waiver. No breach or default hereunder shall be deemed to have been waived the City, except by a writing to that effect signed on behalf of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City.
- 15.14. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract Term, shall survive the termination or expiration of this Contract.

15.15. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

CITY OF TEMPE
PUBLIC WORKS/ENGINEERING DEPT.
Attn: Mark Weber
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

DICK & FRITSCHE
DESIGN GROUP
Attn: John W. Dick
4545 E. McKinley Street
Phoenix, AZ 85008

[SIGNATURE PAGE TO FOLLOW]

The Consultant warrants that the person who is signing this Contract on behalf of the Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

DATED this _____ day of _____, 2008.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

CONSULTANT
Dick & Fritsche Design Group

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

June 12, 2008



Mark Weber
Public Works / Engineering Department
CITY OF TEMPE
31 E. Fifth Street
Tempe, AZ 85281

Re: Tempe Main Police Station / ITD Renovation
Project No. 5503071
2nd Revision to Scope / Fee Proposal

MARK: Thank you for the opportunity to submit this revised Scope Document and Fee Proposal for architectural and engineering services. The project scope is directly taken from our Scope Document dated May 16, 2008, which you and Mark Register have previously reviewed. This revised proposal includes revisions per your previous markups, plus revisions per our telephone conversation yesterday.

A. PROJECT SCOPE AND CRITERIA

Architecture

Planning

Interiors

1. The project is generally described in the "Project Planning Guide" (PPG) prepared by the City in January, 2008. The information in the PPG is used to establish project scope and criteria, along with information contained in the City's RFQ and information obtained in our meeting and walk-through on April 24, 2008.
2. The scope will include the master planning for the entire 65,000 SF police complex (police buildings 1 and 2, excluding the courts and parking structure). The two user groups involved are the Police Department (PD) and the IT Department (ITD).
3. Based on the master plan, develop a phasing plan for phased renovation with the following guidelines and objectives:
 - a. Minimize disruption to police operations.
 - b. The top priority is the first and second floor of building 2 (the east building), including lobbies. This is Phase 1.
 - c. Centralize Criminal Investigations Bureau (CIB).
 - d. Centralize Special Investigations Bureau (SIB).
 - e. Create easy access for SIB and CIB to Intel Analysis Center.
 - f. Capture wasted spaces if feasible: lobbies, hallways, open to below areas, lockers, fitness area.
 - g. Address ITD needs.
 - h. Update facility infrastructure:
 - ADA compliance
 - Electrical and lighting systems
 - Heating, ventilation and air conditioning systems
 - Fire alarm system
 - Security and access systems
 - Natural lighting preferred
 - i. Phase 2 will consist of renovation of the first floor of Building 1, and an optional fee is presented for the design and construction phases.
 - j. Future design and renovation of the basement level and second floor of Building 1 are considered a future Phase 3, and no fee has been proposed for the Phase 3 design and construction.

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4545 East McKinley Street, Phoenix AZ 85008

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4. Several factors will facilitate the top priority planning for building 2 (Phase 1):
 - a. The entire first floor will be vacated with several police units moving to the new Apache Blvd. substation. This area will be renovated to accommodate personnel from the Investigations and Support Services divisions.
 - b. The Communications Bureau, including radio equipment, will move out of their second floor space to the new Apache Blvd. substation. This area will be renovated for expansion of the ITD.
 - c. Existing toilets and break room in building 2 will be upgraded.
 - d. The area encompassed in the building 2 renovation is approximately 25,000 SF.

5. The basic project consists of interior remodel of existing building space including space planning, architectural, mechanical, plumbing, and electrical modifications. The city is interested in capturing additional square footage, so there could be several design options that will require additional services of architectural, structural, mechanical and electrical engineering. The options are considered part of Phase 2 and include:
 - a. Move the entry doors from the public lobby into the PD out further.
 - b. Extend the second floor lobby over the open 2-story space at the public entry (Area #1). This will require the addition of new structural floor system, plus extension of HVAC and electrical systems.
 - c. Extend the second floor lobby over the open 2-story space at the entry from the secure courtyard, including extending out to the sloping glass line. This will require the addition of a new structural floor system, plus extension of HVAC and electrical systems (Area #2).
 - d. Enclose the current locker space at the east end of the ground floor. This area has been partially enclosed with a temporary glass panel system, but the City would like a permanent enclosure, and extension of HVAC systems into the area. There is a similar space on the second floor that needs extension of HVAC.
 - e. Extend the second floor lobby over the open 2-story space near the center of the building. This will require the addition of a new structural floor system, plus possible extension of HVAC and electrical systems (Area #3).

6. The City intends to hire a Construction Manager At Risk (CMAR) to be the contractor for the project. The CMAR will be responsible for providing the following services:
 - a. Attend design phase meetings, and work with the design team to review proposed materials, systems, and to provide constructability review of the design.
 - b. Project scheduling, cost estimating and value engineering.
 - c. Design of fire sprinkler systems, based on performance specifications provided by the design team.
 - d. Maintaining security during construction, and minimizing disruption to police and ITD operations.
 - e. Final design and installation of signage and graphics through the subcontractor, based on locations indicated on the architect's drawings.
 - f. Provide the architect with redline as-built drawings indicating changes made during construction from the contract documents. (The architect will prepare the record drawings and provide electronic files and Mylars to the City.)
 - g. Training of City staff in operations and maintenance of systems and equipment.
 - h. Prepare and distribute minutes of all meetings during the construction phase.
 - i. Cost of printing of sets of documents for estimating, bidding and construction as required.



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7. The City has a separate project that addresses the upgrade of the central plant and HVAC system. This project may be incorporated into the CMAR's contract, but will not impact the architect's scope of work.
8. The City has provided their current space standards, which will be used for space planning purposes. The City has also provided the FF&E layout for the new Apache Blvd. Substation to use as a guide. In order to maximize the existing space in the building, some offices, workstations, or other spaces may end up being different in size or configuration than the space standards.
9. Existing FF&E, including furniture and workstations in the remodeled areas, will be inventoried and sold by the City, and will not be reused in the project. The FF&E will be removed from the facility prior to start of construction. The architect will prepare space planning layouts incorporating new FF&E to meet program requirements. The final FF&E layout will indicate sizes and types of furnishings and modular workstations. The CMAR or the City's vendor will provide the final detailed design and layout of modular workstations. The City will provide full information regarding their requirements for FF&E.
10. It is assumed that the existing electrical service entrance and primary electrical distribution is adequate to meet the needs of this project, and a new or upsized electrical service is not required.
11. It is assumed that the existing plumbing infrastructure, including main water supply and sanitary sewer lines, is adequate to meet the needs of this project.
12. There is one existing elevator in the project that is currently used by the PD, ITD, and also used to transport prisoners from the jail in the basement level of building 2. Circulation to and from this elevator will be evaluated, but no new elevators are included in the project scope. Existing stairwells will remain, and no new stairs are included in the project.
13. The City is interested in sustainability, durability and energy efficiency in the design and construction of this project. However, the City is not requiring LEED certification.
14. The City may be interested in adding windows in solid exterior walls to gain natural day lighting in appropriate areas. This will be an optional service that would entail structural engineering and detailing for exterior openings. Due to the minor nature of the exterior changes, this feature would not require processing through the City Design Review Board, and would be handled at the staff level.
15. The City or ITD will provide the design of data and telecommunications systems. The design team will provide the locations of all data and telecommunications outlets and devices on the plans, provide empty conduit and/or cable trays, and power outlets as required to meet equipment needs. Our design team will provide the design of security and access systems, based on the City's requirements and standards. Our design team will provide the design of the fire alarm system, to be compatible with the existing system. The City will not require a new fire alarm system throughout the complex as part of this project.
16. The City or ITD will provide the layout of all major computer equipment, and any special power requirements. If the City continues to use Liebert type air conditioning units as part of the computer room, those units will be considered as FF&E, and not part of the building HVAC system.



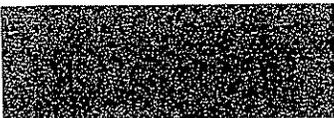


17. The City will directly provide for onsite testing and special inspections as required, including materials testing, special structural inspection, special electrical inspection, and EIFS inspection if applicable.
18. The City will provide the General and Special Conditions, and project requirements to be included in the project manual. The architect will prepare other specification sections as required, with input from the City and the CMAR.
19. The preliminary project schedule from Notice To Proceed is estimated as follows, subject to final schedule as approved by the City:

a.	Program verification / field investigation:	3 weeks
	City validation:	1 week
b.	Conceptual design / master planning:	8 weeks
	City review:	2 weeks
c.	Schematic design – Phase 1:	8 weeks
	City review:	2 weeks
d.	Design development – Phase 1:	8 weeks
	City review:	2 weeks
e.	Construction documents – Phase 1:	10 weeks
	City / permit review process (estimated):	8 weeks
f.	Construction administration (estimated):	40 weeks
20. The project will have an Executive Committee consisting of representatives from City Engineering, City Architect, project manager from the Police Department, project manager from ITD, and the architect. During the preliminary design phases, this group will meet on a weekly basis unless mutually agreed otherwise. The architect will facilitate the meeting and record minutes for distribution.

B. SCOPE OF SERVICES

1. Program verification:
 - a. Meet with the user groups to confirm program requirements as outlined in the PPG.
 - b. Obtain and review City space standards.
 - c. Confirm program priorities with the user groups.
 - d. Review applicable code requirements.
 - e. Prepare program document similar to that provided on the Apache Blvd. substation.
2. Building field investigation:
 - a. Review as-built drawings and other documents provided by the City.
 - b. Prepare CAD background plans based on the City-provided documents.
 - c. The architect and engineers will visit the existing facility to observe existing conditions, and note any significant differences from as-built drawings. It is not intended that this investigation confirms all dimensions and details, or covers concealed conditions that cannot be readily observed.
3. Conceptual design and master planning:
 - a. Prepare preliminary planning studies indicating how the space can be best utilized to meet program requirements.
 - b. Evaluate phasing options.
 - c. Evaluate feasibility of capturing additional space, as outlined in section A-5 above, including:
 - Space planning indicating functionality of the new space
 - Structural engineering analysis and concepts
 - Mechanical engineering analysis indicating how air can be supplied and returned, and the impact on overall mechanical loads



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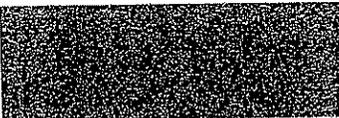
- Electrical engineering analysis indicating how lighting and power distribution can be accomplished
 - Work with the CMAR to evaluate the costs associated with each option
 - d. Include weekly review meetings during this phase.
 - e. Based on City review and user input, prepare final master plan for both building 1 and building 2, excluding the basement level of building 2. Submit 1 PDF or 10 sets of 11 x 17 drawings to the City, 2 sets to the CMAR.
 - f. Review the CMAR's preliminary construction cost estimate (an independent cost estimate is not required from the architect). Include review of the cost options for gaining additional floor space.
 - g. Based on the estimated cost, work with the City and CMAR to define the final scope of the Phase 1 design and construction.
- 4. Schematic Design (SD) – Phase 1:
 - a. Based on the approved master plan and phasing plan, develop the space plan for the area designated for Phase 1 construction.
 - b. Prepare layout of FF&E.
 - c. Prepare preliminary design for mechanical, plumbing and electrical systems.
 - d. Prepare preliminary structural design for any space expansion options that may be included in Phase 1 (if applicable).
 - e. Include weekly review meetings during this phase.
 - f. Based on City and user group input, prepare SD document package for submittal to the City (1 PDF or 10 sets 11 x 17).
 - g. Submit the SD package to the CMAR for review and estimating (2 sets).
- 5. Design Development (DD) – Phase 1:
 - a. Based on the approved SD documents, continue to develop the design in more detail.
 - b. Prepare engineering analysis and design for HVAC, plumbing and electrical.
 - c. Prepare preliminary drawings including:
 - Floor plans
 - Reflected ceiling plans
 - Interior elevations
 - Preliminary finish schedules
 - Preliminary millwork or special features
 - Preliminary FF&E layout for Phase 1
 - Preliminary mechanical layout including equipment sizing, locations, and major ductwork routing
 - Preliminary plumbing design including fixture types and locations, water, waste and vent piping concepts
 - Preliminary layout of lighting and power distribution, including locations for data and telecom outlets
 - d. In the event the City elects to accept any options to increase floor area, prepare preliminary design and drawings for structural systems and building modifications, and preliminary design for extension of mechanical and electrical systems.
 - e. Include 4 review meetings during this phase.
 - f. Based on City and user group input, prepare DD document package for submittal to the City (1 PDF or 10 sets 11 x 17).
 - g. Submit the DD package to the CMAR for review and estimating (2 sets).
- 6. Construction Documents (CD) – Phase 1:
 - a. Based on the approved DD package, prepare final drawings and specifications as required for permits and construction.



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- b. Complete all engineering, calculations and drawings required for mechanical, plumbing and electrical.
 - c. Provide final layout and schedule for FF&E.
 - d. In the event the City elects to accept any options to increase floor area, prepare final design and drawings for structural systems and building modifications, and final design for extension of mechanical and electrical systems.
 - e. Include 4 review meetings during this phase.
 - f. Submit the CD document package to the City for final review (1 PDF or 10 sets 11 x 17).
 - g. Submit the CD package to the CMAR for review and CMP estimate(2 sets).
 - h. Submit the CD package to the Tempe Building Department for plan review. Make necessary corrections and resubmit for permit approval.
7. Construction Administration (CA) – Phase 1 (Hourly not-to-exceed):
- a. Provide in-house review of shop drawings and submittals, respond to RFI's, provide clarification of documents, and maintain team communication and coordination.
 - b. The architect will attend bi-weekly site meeting and perform on-site observation of the work, prepare field report.
 - c. Mechanical and electrical engineering consultants will attend four (4) interim jobsite meetings and perform inspection of the work. Provide written field reports.
 - d. In the event the City elects to accept any of the options to add space, the City will provide for any required Special Structural Inspections.
 - e. Upon substantial completion, the architect, mechanical and electrical engineers will perform pre-final inspection and prepare punchlist.
 - f. Upon final completion, perform final inspection.
 - g. Assist in project closeout, review the contractor's M&O manuals and other deliverables from the CMAR.
 - h. Prepare record drawings based on the contractor's as-built redline plans on original Mylar. Record drawings will be indicated as a separate fee item.
8. Phase 2 services and scope will be similar to the Phase 1 services and scope outlined above. The City will elect to include the different areas for design based on the available budget to construct the proposed improvements from the master planning phase.
- C. EXCLUSIONS / ADDITIONAL SERVICES** Services identified under this section are not included in the architect's scope of work, and would be provided by others if required, or as Additional Services.
- 1. A change or increase in the project scope or budget , or making revisions to the design or documents that are inconsistent with previously furnished information or approvals.
 - 2. Design of future phases or improvements that are not intended to be constructed as part of this project.
 - 3. Modification to the existing building shell, structure, exterior walls, or sitework, beyond that noted above.
 - 4. Design or documentation to achieve LEED certification.
 - 5. Interior computer renderings or animated computer presentations.
 - 6. Post-construction services such as warranty inspections or coordination.

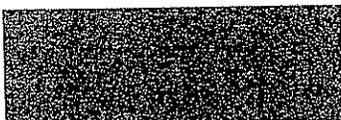




- 7. Additional meetings, presentations, field investigations, or site visits beyond those noted above, or an extension to the project schedule that necessitates additional time on the part of the architect or its subconsultants.
- 8. Services required as a result of non-performance or defects in workmanship or materials on the part of the CMAR or subcontractors.
- 9. Design or construction administration services related to the upgrade to the Central Plan and HVAC Systems (separate project).

D. FEE PROPOSAL Refer to previously submitted task / manhour breakdown, and proposals from subconsultants for backup information related to fees.

1.	Program verification:	\$36,870	
2.	Field investigation:	\$18,875	
3.	Concepts / master planning:	\$48,565	
4.	Schematic design – Phase 1:	\$56,150	
5.	Design development – Phase 1:	\$73,450	
6.	Construction documents – Phase 1:	\$96,520	
7.	Construction admin. – Phase 1 (Hourly NTE):	\$63,840	
8.	Record drawings (as-builts):	<u>\$8,010</u>	
	Phase 1 Subtotal – Basic Services:		\$402,280
9.	Reimbursable Expense Allowance:		\$25,000
	Phase 1 Total fee – Basic Services:		\$427,280
10.	Phase 2 – add floor area #1 (Allowance):	\$19,420	
11.	Phase 2 – add floor area #2 (Allowance):	\$27,920	
12.	Phase 2 – add floor area #3 (Allowance):	\$24,920	
13.	Phase 2 – enclose locker space (Allowance):	\$18,070	
14.	Phase 2 – add exterior windows (Allowance):	\$20,815	
15.	Phase 2 – design for Bldg.1 – 1st flr. (Allowance):	\$169,800	
16.	Phase 2 – CA for Bldg.1 – 1st flr. (Allowance NTE):	\$45,900	
17.	Phase 2 – Record drawings (as-builts):	\$8,500	
18.	Reimbursable Expense Allowance for Phase 2:	<u>\$27,000</u>	
	Phase 2 Total Fee:		<u>\$362,345</u>
	Total for Phase 1 and Phase 2:		\$789,625



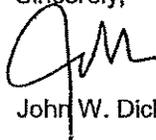
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E. OTHER CONDITIONS

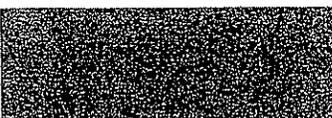
1. In addition to the Fee for Professional Services, the architect would be reimbursed for direct expenses including the cost of printing, local delivery service, travel out of the metropolitan area, CADD plotting, photography, long distance telephone and fax calls, auto mileage at \$0.60 per mile, and similar direct expense, at direct cost. All fees for permits and review by various agencies will be paid directly by the City or CMAR. The CMAR will directly pay for printing of document sets for estimating, subcontractor bidding, and construction, beyond the 2 sets provided by the architect at the end of each phase.
2. Additional Services, if authorized by the City, would be performed at standard hourly rates or for a mutually agreeable fee. Additional services of the architect's subconsultants will be billed at the invoice cost.
3. This fee proposal does not include sales taxes. In the event any governmental jurisdiction levies a sales or other tax on professional services, such tax would be calculated and added to the fee amount.
4. The architect will provide CAD and Word documents to the City at the end of the project.
5. The fee proposal is valid for 18 months from Notice To Proceed, assuming that the NTP occurs within 60 days from the date of this proposal. Should subsequent phases of design or construction occur beyond that time frame, the fees are subject to renegotiation.

Mark, if you have any questions or concerns regarding our proposal, please contact me. I look forward to working with you, the Tempe Police Department, and IT Department, and thank you for your consideration.

Sincerely,



John W. Dick, AIA



11/11/08

DICK & FRITSCHÉ DESIGN GROUP
 DESIGN SCOPE AND FEE MATRIX (ENTIRE TEAM)
 Project: Tempe Police Dept and IT Renovation
 Date: June 3, 2008 (REVISED 6-12-08)

Phase or Task	DFDG Architecture Interiors & FF&E	LSW Mechanical & Electrical	LSW Security & Access Control	KPFF Structural	
PROGRAM	\$31,720	\$5,150	\$0	\$0	\$36,870
FIELD VERIFICATION	\$8,680	\$6,920	\$1,240	\$2,035	\$18,875
CONCEPTS / MASTER PLAN	\$31,800	\$10,000	\$0	\$6,765	\$48,565
SCHEMATIC DESIGN PHASE 1	\$39,640	\$12,500	\$4,010	\$0	\$56,150
DESIGN DEVELOPMENT PHASE 1	\$53,520	\$15,520	\$4,410	\$0	\$73,450
CONSTRUCTION DOCUMENTS PHASE 1	\$63,420	\$24,520	\$8,580	\$0	\$96,520
CONSTRUCTION ADMIN. PHASE 1 AND AS-BUILTS	\$47,480	\$16,695	\$7,675	\$0	\$71,850
Phase I Subtotal - Basic Services					\$402,280
Phase I Reimbursable Expenses					\$25,000
Phase I - Total					\$427,280
PHASE 2 AREA 1	\$9,420	\$7,500		\$2,500	\$19,420
PHASE 2 AREA 2	\$9,420	\$7,500	\$0	\$11,000	\$27,920
PHASE 2 AREA 3	\$9,420	\$7,500	\$0	\$8,000	\$24,920
PHASE 2 ENCLOSE LOCKERS	\$6,570	\$7,500	\$0	\$4,000	\$18,070
PHASE 2 ADD WINDOWS	\$12,815	\$5,000	\$0	\$3,000	\$20,815
PHASE 2 DESIGN OF BUILDING 1 (1st Flr. only)	\$104,800	\$65,000	\$0	\$0	\$169,800
PHASE 2 FOR BUILDING 1 CA AND AS-BUILTS (1st Flr. only)	\$29,400	\$25,000	\$0	\$0	\$54,400
Phase 2 Subtotal - Basic Services					\$335,345
Phase 2 Reimbursable Expenses					\$27,000
Phase 2 - Total					\$362,345
PHASE I AND PHASE 2 - TOTAL					\$789,625

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DICK & FRITSCH DESIGN GROUP
 DESIGN SCOPE AND FEE MATRIX (DFDG ONLY)
 Project: Tempe Police Dept and IT Renovation
 Date: June 3, 2008 (REVISED 6-12-08)

Phase or Task	Sr. Principal	Principal/ Sr. Proj Mgr	Proj Arch/ Sr. Designer	Designer / Planner	CADD Drafter	Admin Staff	Subtotal Hours	Subtotal Fee by Phase	
	\$180	\$160	\$135	\$100	\$90	\$65			
PROGRAM VERIFICATION [65k SF]	8	32	88	88	44	8	268		
	\$1,440	\$5,120	\$11,880	\$8,800	\$3,960	\$520		\$31,720	
FIELD INVESTIGATION [30k SF]	8	10	24	24			66		
	\$1,440	\$1,600	\$3,240	\$2,400	\$0	\$0		\$8,680	
CONCEPTS / MASTER PLANNING [65k SF]	8	24	80	80	80	8	280		
	\$1,440	\$3,840	\$10,800	\$8,000	\$7,200	\$520		\$31,800	
SCHEMATIC DESIGN PHASE 1	10	24	128	90	80	8	340		
	\$1,800	\$3,840	\$17,280	\$9,000	\$7,200	\$520		\$39,640	
DESIGN DEVELOPMENT PHASE 1	16	24	128	128	180	8	484		
	\$2,880	\$3,840	\$17,280	\$12,800	\$16,200	\$520		\$53,520	
CONSTRUCTION DOCUMENTS PHASE 1	16	24	128	128	290	8	594		
	\$2,880	\$3,840	\$17,280	\$12,800	\$26,100	\$520		\$63,420	
CONSTRUCTION ADMIN. PHASE 1 [Hourly Not To Exceed] AS-BUILTS	16	24	240	68		24	372		
	\$2,880	\$3,840	\$32,400	\$6,800	\$0	\$1,560		\$47,480	
Total Basic Services							2,404	\$276,260	
Phase 2 Design Service	PHASE 2 : add floor area #1	8		24	16	32	4	84	
		\$1,440	\$0	\$3,240	\$1,600	\$2,880	\$260		\$9,420
	PHASE 2 : add floor area #2	8		24	16	32	4	84	
		\$1,440	\$0	\$3,240	\$1,600	\$2,880	\$260		\$9,420
	PHASE 2 : add floor area #3	8		24	16	32	4	84	
		\$1,440	\$0	\$3,240	\$1,600	\$2,880	\$260		\$9,420
	PHASE 2 : enclose locker space			32		25		57	
		\$0	\$0	\$4,320	\$0	\$2,250	\$0		\$6,570
	PHASE 2 : add exterior windows			65	8	36		109	
		\$0	\$0	\$8,775	\$800	\$3,240	\$0		\$12,815
PHASE 2 : Design - Bld'g 1 (1ST Floor only)	24	78	260	226	320	24	932		
	\$4,320	\$12,480	\$35,100	\$22,600	\$28,800	\$1,560		\$104,800	
PHASE 2 : Const Admin - Bld'g 1 (1st Flr. only) [Hourly Not To Exceed] AS-BUILTS	10	14	148	40		22	234		
	\$1,800	\$2,240	\$19,980	\$4,000	\$0	\$1,430		\$29,400	
Total Design Service Options							1,584	\$181,845	

MAN



June 13, 2008

Dick & Fritsche Design Group
4545 East McKinley Street
Phoenix, AZ 85008

Attn: Mr. John Dick, AIA

Re: City of Tempe Police Building Renovation
Project No. 2008-071.000 (**Revision 3**)

Dear John,

We are pleased to offer our engineering services for the City of Tempe Police Building Renovation project located in Tempe, Arizona.

1. We understand the scope of this project to include renovation of the first and second floors of Building 2 (approximately 25,000 square-feet) and assistance in Master Planning for the entire 65,000 square-foot police complex (Buildings 1 & 2), excluding the existing courts and parking structure. All required work shall be as identified in the Program Scope Document prepared by your office and dated May 16, 2008. We further understand that the project delivery method will be CMAR.

We have assumed that the existing electrical service and distribution is adequate to meet the needs of this project and that a new or upsized electrical service is not required. Similarly, we have assumed that the existing plumbing infrastructure, including the main water supply and sanitary sewer system is adequate to meet the needs of this project.

2. Our services will consist of engineering design for mechanical, plumbing, electrical and special systems for the project, including the following:
 - a. Program Verification. We will meet with user groups and provide assistance in confirming program requirements related to the MPE systems.
 - b. Site Investigation. We will review available as-built drawings and provide site investigation to observe existing MPE systems.
 - c. Conceptual Design and Master Planning. We will review project phasing and scope requirements and provide engineering analysis related to the modification and expansion of the affected MPE systems.
 - d. Schematic Design. Prepare preliminary design for mechanical, plumbing, electrical and special systems for Phase 1 construction.
 - e. Design Development. Further develop the mechanical, plumbing, electrical and special systems design for Phase 1 construction.



- f. Construction Documents. Complete design of mechanical, plumbing, electrical and special systems including all required calculations, drawings and specifications.
 - g. Six meetings/consultations with our staff to assist in the coordination of mechanical, plumbing, electrical and special systems items with Owner requirements and other phases of site adaptation.
 - h. Engineering calculations.
 - i. Special systems design to include the locations of all data and telecommunications outlets and devices on the plans, conduit/cable tray design and power outlets for IT equipment as required. In addition, design of security, access control systems and CCTV system design will be provided as well as performance based design of the fire alarm system. We further understand that the Owner will provide the design of data and telecommunication systems and any required Audio/Visual.
 - j. Final equipment selections and recommendations.
 - k. Final working drawings plotted on bond. Your title block will be included if provided to us in an AutoCAD readable format.
 - l. Final specifications typed in our format from our word processor.
 - m. Review of shop drawings and submittals, and office time during construction.
 - n. Field observation during construction and attendance at construction meetings. We have included a total of four (4) interim field observations and associated attendance at jobsite construction meetings assuming that they are concurrent with our field observations. Additionally, we have included a total of two (2) visits for pre-final and final observations for a total of six (6) observations.
 - o. Prepare Record Drawings on original mylar based upon Contractor's as-built redline plans.
3. Our fee for the work outlined above shall be as follows:

Program Verification

Principal	18 hrs.	@	\$155/hr.	=	\$2,790.
Senior Designer	120 hrs.	@	\$100/hr.	=	12,000.
Clerical	6 hrs.	@	\$ 60/hr.	=	360.

Subtotal \$15,150.

Field Investigation

Senior Engineer	24 hrs.	@	\$155/hr.	=	\$3,720.
Senior Designer	32 hrs.	@	\$100/hr.	=	3,200.

Subtotal \$6,920.

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Schematic Design			
Principal	4 hrs.	@ \$155/hr.	= \$ 620.
Senior Engineer	24 hrs.	@ \$155/hr.	= 3,720.
Senior Designer	48 hrs.	@ \$100/hr.	= 4,800.
CAD Operator	48 hrs.	@ \$ 70/hr.	= 3,360.

	Subtotal		\$12,500
Design Development			
Principal	8 hrs.	@ \$155/hr.	= \$1,240.
Senior Engineer	24 hrs.	@ \$155/hr.	= 3,720.
Senior Designer	72 hrs.	@ \$100/hr.	= 7,200.
CAD Operator	48 hrs.	@ \$ 70/hr.	= 3,360.

	Subtotal		\$15,520.
Construction Documents			
Principal	16 hrs.	@ \$155/hr.	= \$2,480.
Senior Engineer	48 hrs.	@ \$155/hr.	= 7,440.
Senior Designer	90 hrs.	@ \$100/hr.	= 9,000.
CAD Operator	80 hrs.	@ \$ 70/hr.	= 5,600.

	Subtotal		\$24,520.
<u>Construction Administration (Hourly)</u>			
Submittal Review and Office Time			
Senior Engineer	50 hrs.	@ \$155/hr.	= \$7,750.
Senior Designer	64 hrs.	@ \$100/hr.	= 6,400.
Clerical	10 hrs.	@ \$ 60/hr.	= 600.

	Subtotal		\$14,750.
Field Observations			
Senior Engineer	3 hrs.	@ \$155/hr.	= \$ 465.
Field Observer	48 hrs.	@ \$ 95/hr.	= 4,560.
Clerical	6 hrs.	@ \$ 60/hr.	= 360.

	Subtotal		\$5,385.
Review O&M Manuals			
Field Observer	7 hrs.	@ \$ 95/hr.	= \$665.
Clerical	1 hrs.	@ \$ 60/hr.	= 60.

	Subtotal		\$725.
Record Drawings			
Senior Engineer	10 hrs.	@ \$155/hr.	= \$ 1,550.
CAD Operator	28 hrs.	@ \$ 70/hr.	= 1,960.

	Subtotal		\$3,510.
	MP&E Total		\$98,980.



Special Systems (Security & Access Control)

Schematic Design

Senior Engineer	18 hrs.	@	\$155/hr.	=	2,790.
Senior Designer	8 hrs.	@	\$100/hr.	=	800.
CAD Operator	6 hrs.	@	\$ 70/hr.	=	420.

Subtotal -----
\$4,010.

Design Development

Senior Engineer	18 hrs.	@	\$155/hr.	=	2,790.
Senior Designer	12 hrs.	@	\$100/hr.	=	1,200.
CAD Operator	6 hrs.	@	\$ 70/hr.	=	420.

Subtotal -----
\$4,410.

Construction Documents

Senior Engineer	24 hrs.	@	\$155/hr.	=	3,720.
Senior Designer	36 hrs.	@	\$100/hr.	=	3,600.
CAD Operator	18 hrs.	@	\$ 70/hr.	=	1,260.

Subtotal -----
\$8,580.

Security/Access Total \$17,000.

Design Options

Floor Area #1 (Allowance)	\$ 7,500.
Floor Area #2 (Allowance)	7,500.
Floor Area #3 (Allowance)	7,500.
Enclose Locker Space (Allowance)	7,500.
Add Exterior Windows (Allowance)	5,000.
Design for Building 1 First Floor (Allowance)	65,000.
CA for Building 1 First Floor (Allowance – Hourly NTE)	25,000.

Design Options Total -----
\$125,000.

Grand Total \$240,980.

This fee includes plotting of three sets of our drawings for interprofessional coordination and all travel expenses incurred within the metropolitan Phoenix area. Plotting of other discipline's drawings for interprofessional coordination or plots in excess of the previously indicated exchange sets is not included. We assume that we

MAN



will be provided one record set of drawings at the completion of the CD phase for use during construction.

4. Our services and fees do not include the following items which, if required, will be considered additional services:
 - a. Detailed cost estimates.
 - b. Printing and reproduction costs for contract documents.
 - c. Meetings in excess of those enumerated above.
 - d. Sewer and water 5'-0" beyond buildings.
 - e. Specialized lighting designs or lighting control system designs.
 - f. Seismic support/restraint designs.
 - g. All work associated with sustainable design or LEED certification of the project.
 - h. Engineered fire sprinkler system design.
 - i. Engineered fire alarm system design.
 - j. Emergency and/or standby engine generator systems and associated electrical distribution designs.
 - k. Off-site street lighting design, traffic signal lighting design, calculations, and associated power distribution.
 - l. Traffic signal lighting design, calculations, and associated power distribution to traffic signal systems.
 - m. Smoke removal or smoke control design.
 - n. Any design services caused by scope changes, work damaged by fire or other cause.
 - o. All expenses related to travel outside the metropolitan Phoenix area.
 - p. Special observations as may be required by the local building code authority (such as: electrical, medical gas, or smoke/fire dampers).
 - q. Partnering conferences.
 - r. Value engineering services or changes after substantial completion of the associated documents.
 - s. Water tap demand calculations.
 - t. Field observations in excess of those enumerated above or those required after final acceptance but prior to end of the guarantee period to observe discrepancies of work under guarantee.

12/12/08



- u. Work in relation to the delinquency or insolvency of the Contractor(s).
 - v. Construction Phase services 90 days after the construction contract plus extensions through no fault of the Engineer or beyond the control of the Engineer.
5. Additional services will be performed on an hourly basis at our standard billing rates as follows:

2008: Principals/Senior Engineers	\$155/hour
Engineers	\$130/hour
Field Observers	\$95/hour
Senior Designers	\$100/hour
Designers	\$85/hour
CAD Operators	\$70/hour
Clerical	\$60/hour
Outside Services	Our cost plus 10%

2009 and after: We anticipate rates will be escalated at approximately 7% to 10% per year.

- 6. Our services will be invoiced monthly based on our estimate of percentage completed. All invoices will be due within 60 days of the invoice date and past due amounts will accrue interest at the rate of 1½% per month.
- 7. We accept the AIA C142 for Architect contract and expect you will prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Sincerely,

LSW ENGINEERS ARIZONA, INC.

James H. D'Andrea, P.E.
 Sr. Vice President

JHD/sm

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT/REFERENCE NO.: _____

1/1/08



Consulting Engineers

2800 North Central Avenue, Suite 1010, Phoenix, AZ 85004-1008 Phone: (602) 264-1010 Fax: (602) 285-1010
Phoenix Seattle Tacoma Portland San Francisco Sacramento Los Angeles Irvine San Diego Denver St. Louis New York

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: Dick & Fritsche Design Group
4545 E McKinley Street
Phoenix, AZ 85008

DATE: May, 21 2008
PROPOSAL NO: P08040
PROJECT NO:

Aftn: John Dick, President

PROJECT: Tempe Police Building Renovation

LOCATION: 120 E Fifth Street, Tempe, AZ 85281

SCOPE OF SERVICES: Structural engineering design and drafting, review your specifications, sealed calculations and construction documents, plan check and bid phase support, construction contract administration (review submittals, RFI's/ASI's, site visits) for general consulting though Concept Design plus optional services as follows: Option D.9, move public lobby entry doors (Floor area #1); Option D.10, infill second floor area #2 over public lobby entry; Option D.11, infill second floor area #3 over secure courtyard entry at sloping glass wall; Option D.12, enclose first floor locker area at Bldg. #2 east; Option D.13, cutting new window openings in existing precast concrete walls; Option D.13.A, infill second floor area over public lobby waiting area.

SPECIAL CONDITIONS: Any work in Building 1 is excluded. Special Inspections are excluded.

FEE: Lump sum of: \$8,800 Design through Concept Design
Allowance of: \$2,500 Option D.9
\$6,000 Option D.10
\$8,000 Option D.11
\$4,000 Option D.12
\$3,000 Option D.13
\$5,000 Option D.13.A

Out of town transportation and subsistence expenses approved by the client, express mail expenses, mileage, deliveries, and printing of plans other than for our office use, will be billed to the client at our cost. Governmental agency review fees are to be paid by the client.

Offered By (KPPF, Inc.)

Accepted by (Client)

Handwritten signature of Timothy S. Sepper

(Signature)

(Signature)

Timothy S. Sepper, PE, SE, Principal
(Print Name/Title)

(Print Name/Title)

cc: B. Raji, Managing Principal
K. Ratliff, Marketing Administrator
J. Kenney, Accounting

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TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. No Third Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by Client, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.

MAW
MAY 11

TEMPE POLICE BUILDING RENOVATION
120 EAST FIFTH STREET, TEMPE, ARIZONA

FEE PROPOSAL
DESIGN AND CONSTRUCTION ADMINISTRATION

TASK ITEMS	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER / INSPECTOR	DRAFTING / TECHNICIAN	CLERICAL	TASK SUB-TOTAL
Field Investigation	1	1	16					\$ 2,033
Conceptual Design Phase	1	4	40			24	2	\$ 6,765
Schematic Design								\$ -
Design Development								\$ -
Construction Documents								\$ -
Process Shop Drawing								\$ -
Constr. RFI's, ASI's, COR								\$ -
Site Visits								\$ -
Special Inspections								\$ -
Daily & Monthly Reports								\$ -
Optional Design through								\$ -
Construction Administration Services:								\$ -
D.9-Public Entry	1	3			16	8	1	\$ 2,499
D.10-Infill over public entry	1	4	4		40	20	3	\$ 6,007
D.11-Infill over secure entry	1	8	8		48	24	6	\$ 8,021
D.12-Enclose locker areas	1	6	4		16	16	4	\$ 4,001
D.13-Window openings	1	5	2		16	8	2	\$ 3,005
D.13.A-Infill over waiting area	1	4	4		32	16	2	\$ 5,005
								\$ -
TOTAL HOURS	8	35	78	0	168	116	20	425
HOURLY RATES	\$ 185.00	\$ 120.00	\$ 108.00	\$ 95.00	\$ 84.00	\$ 70.00	\$ 50.00	
SUB-TOTALS	\$ 1,480	\$ 4,200	\$ 8,424	\$ -	\$ 14,112	\$ 8,120	\$ 1,000	\$ 37,336
Reimbursibles / Expenses	Travel, mileage, per-diem, courier, printing							\$ -
Subconsultants	(List subs here, if any)							\$ -
								\$ -
								\$ -
TOTAL								\$ 37,336

MAN

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Arizona

Date _____

Tempe Main Police Station / ITD Renovation
Project No. 5503071

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2008.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2008.

Notary Public

My commission expires:

City of Tempe Guidelines for Implementation of Health Insurance

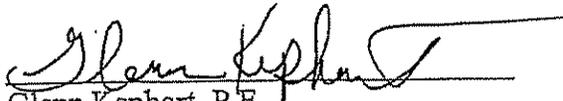
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager