

# Staff Summary Report



Council Meeting Date: 4/23/2009

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request to approve an addendum to a design services contract with Dick & Fritsche Design Group, Inc. for Tempe main police station and ITD renovations.

**DOCUMENT NAME:** 20090423PWTG03 POLICE - COURTS BUILDING 120 E 5TH ST (0902-16)  
PROJECT NO. 5503071

**COMMENTS:** Total amount for this contract addendum is \$270,708.

**PREPARED BY:** Theresa Galindo, Acting Engineering Contract Administrator (x8518)

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

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

**LEGAL REVIEW BY:** Judi Morgan, Assistant City Attorney (x8227)

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

**RECOMMENDATION:** Approve design services contract addendum.

**ADDITIONAL INFO:** The design services contract addendum with Dick Fritsche Design Group provides design of the basement area of building one and construction management services during construction. The renovation of this area is necessary to accomplish the police departments overall goal for the project to locate the entire investigations department to one location.

The fee was negotiated by staff and is considered reasonable for the scope of services. The original contract amount was \$789,625. This addendum will increase the total contract amount to \$1,060,333. Dick Fritsche Design Group was selected by a review committee as the most qualified firm for these services using a process consistent with A.R.S. § 34-603.



CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

ADDENDUM NO. 1  
TO CONTRACT (C2008-143) FOR PROFESSIONAL SERVICES FOR  
TEMPE MAIN POLICE STATION / ITD RENOVATION

**PROJECT NO. 5503071**

**PROJECT NAME: TEMPE MAIN POLICE STATION / ITD RENOVATION**

This Addendum No. 1 (“Addendum”) is made and entered into on the 23rd day of April, 2009, by and between the **City of Tempe**, a municipal corporation, (“City”) and **Dick & Fritsche Design Group, Inc.**, an Arizona corporation, (“Consultant”).

R E C I T A L S:

- A. The parties hereto entered into that certain Contract for Professional Services on or about July 22, 2008 (“Contract”), defining certain rights and obligations between the parties in order to prepare architectural plans for the Tempe Main Police Station / ITD Renovation.
- B. The parties desire to further define their respective rights and obligations with respect to the contract term, contract price, legal compliance, and specially designated nationals and blocked persons list..
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

I. Contract Term. Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by January 16, 2011.

II. Contract Price. For services described herein, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$270,708.00. The original Contract amount of \$789,625.00 shall be increased by \$270,708.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services. This fee includes an amount not to exceed \$84,203.00 for design phase services; and amount not to exceed \$184,005.00 for construction management services based on the hourly rates established in the original Contract; and an allowance of \$2,500.00 for reimbursable expenses, which in no event will ever be more than actual cost.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>Total</u>
Initial Contract Amount	\$737,625.00	\$52,000.00	\$789,625.00
This Addendum	\$268,208.00	\$2,500.00	\$270,708.00
<b>NEW CONTRACT AMOUNT</b>			<b>\$1,060,333.00</b>

III. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this

Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

IV. 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. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

IV. All other provisions of the Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

Tempe Main Police Station / ITD Renovation  
Project No. 5503071

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF TEMPE, ARIZONA

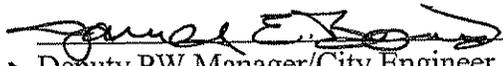
By: \_\_\_\_\_  
Mayor

By:   
Public Works Manager

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

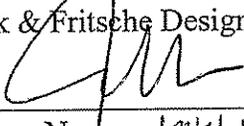
  
(FOB) Deputy PW Manager/City Engineer

REVIEWED BY:

\_\_\_\_\_  
City Attorney

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

CONSULTANT  
Dick & Fritsche Design Group, Inc.

By:   
Name JOHN W. DICK

PRINCIPAL  
\_\_\_\_\_  
Title

86-032-4041  
\_\_\_\_\_  
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

# EXHIBIT A

January 23, 2009 (REVISED 2-6-09)



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  
Phase 3 Basement / *Revised* Fee Proposal  
*Extended CA Services / Fee Proposal*

Mark: Thank you for the opportunity to submit this Scope Document and Fee Proposal for architectural and engineering services. The project scope is a direct result of our master planning for the Police Department location at 120 E. 5<sup>th</sup> Street. *Revisions are the result of our meeting yesterday, and are indicated in bold italics.*

## A. PROJECT SCOPE AND CRITERIA (Phase 3 Basement)

1. The scope for Phase 3 consists of the renovation of the Basement of Building 1 which only includes approximately 7,020 SF, as indicated in Exhibit A, within the police complex. The user group involved is the Police Department (PD).
2. Based on the master plan, it has been determined that the Basement Area of Building 1 is needed to locate the entire Investigations Department of the Tempe PD in one location. The Investigations Department includes:
  - a. Homicide
  - b. Property Crimes
  - c. Sex Crimes
  - d. Juvenile
  - e. DV/Assaults/Auto Theft
  - f. Document Crimes
  - g. Robbery/Night
3. Similar to Phase 1 and Phase 2 DFDG will add this Phase into the phasing plan for the phased renovation with the following guidelines and objectives:
  - a. Minimize disruption to police operations.
  - b. Address IT needs.
  - c. Update facility infrastructure:
    - ADA compliance
    - Electrical and lighting systems
    - Heating, ventilation and air conditioning systems
    - Fire alarm system
    - Security and access systems
4. The Phase 3 basic project consists of interior remodel of existing basement space of Building 1 totaling 7,020 SF including space planning, architectural, mechanical, plumbing, and electrical modifications.
5. 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.

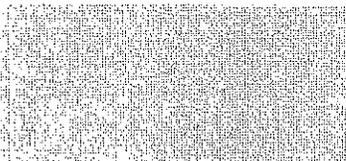
DICK & FRITSCHE DESIGN GROUP

Telephone 602.954.8060 • Facsimile 602.954.6964 • www.dfdg.com  
4545 East McKinley Street, Phoenix AZ 85008

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- 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.
6. 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.
  7. The City has provided their current space standards, which will be used for space planning purposes to the extent possible.
  8. 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.
  9. 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.
  10. 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.
  11. 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.
  12. 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.
  13. 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.
  14. The City will directly provide for onsite testing and special inspections as required.



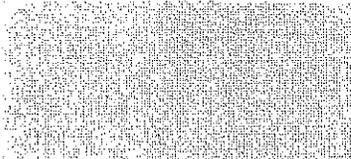
including materials testing, special structural inspection, special electrical inspection, and EIFS inspection if applicable.

15. 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.
16. The preliminary project schedule from Notice to Proceed will run concurrent with Phase 1 and Phase 2.
17. The City's Executive Committee for Phase 1 and 2 will continue for Phase 3.

## **B. SCOPE OF SERVICES**

1. Schematic Design (SD):
- Based on the approved master plan and phasing plan, develop the space plan for the basement area. (Limited to the 7,020 SF space.)
  - Prepare layout of FF&E.
  - Prepare preliminary design for mechanical, plumbing and electrical systems.
  - Prepare preliminary structural design for the auditorium.
  - Include weekly review meetings during this phase.
  - Based on City and user group input, prepare SD document package for submittal to the City (1 PDF or 10 sets 11 x 17).
  - Submit the SD package to the CMAR for review and estimating (2 sets).
2. Design Development (DD):
- Based on the approved SD documents, continue to develop the design in more detail.
  - Prepare engineering analysis and design for HVAC, plumbing and electrical.
  - Prepare preliminary drawings including:
    - Floor plans
    - Reflected ceiling plans
    - Interior elevations
    - Preliminary finish schedules
    - Preliminary millwork or special features
    - Preliminary FF&E layout
    - 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
  - Include 2 review meetings during this phase.
  - Based on City and user group input, prepare DD document package for submittal to the City (1 PDF or 10 sets 11 x 17).
  - Submit the DD package to the CMAR for review and estimating (2 sets).
3. Construction Documents (CD):
- Based on the approved DD package, prepare final drawings and specifications as required for permits and construction.
  - Complete all engineering, calculations and drawings required for mechanical, plumbing and electrical.
  - Provide final layout and schedule for FF&E.

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- d. Include 4 review meetings during this phase.
- e. Submit the CD document package to the City for final review (1 PDF or 10 sets 11 x 17).
- f. Submit the CD package to the CMAR for review and CMP estimate (2 sets).
- g. Submit the CD package to the Tempe Building Department for plan review. Make necessary corrections and resubmit for permit approval.

4. Construction Administration (CA):

- 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. Upon substantial completion, the architect, mechanical and electrical engineers will perform pre-final inspection and prepare punchlist.
- e. Upon final completion, perform final inspection.
- f. Assist in project closeout; review the contractor's M&O manuals and other deliverables from the CMAR.
- g. 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.

**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).



DFDG

**D. FEE PROPOSAL (Phase 3 Only)** Refer to manhour breakdown for backup information related to fees.

1.	Schematic design:	\$13,343	
2.	Design development:	\$35,285	
3.	Construction documents:	\$49,507	
4.	Construction administration:	<u>\$33,408</u>	
	Subtotal – Basic Services:		<u>\$131,543</u>
5.	Reimbursable Expense Allowance:		<u>N/A</u>
	Total fee – Basic Services:		\$131,543
6.	Credits from original contract:		
	a. Delete fee line item D-10:	(\$19,420)	
	b. Delete fee line item D-11:	<u>(\$27,920)</u>	
			<u>(\$47,340)</u>
	Net Additional Fee for Phase 3:		\$84,203

**NOTE: THE TOTAL ORIGINAL CONTRACT AMOUNT WILL REMAIN UNCHANGED.**

**E. EXTENDED CA SERVICES**

1. *As requested by the City, DFDG would provide more extensive on-site representation during the demolition, construction, punchlist and closeout phases of the project. Based on the latest schedule estimate by D.L. Withers, the total construction phase is estimated to encompass 13 months. Allowing for potential schedule creep of 10%, the total schedule, including basement, would be approximately 62 weeks. Additional man hours are computed as follows:*
  - a. *Phase 1 & 2: 51 weeks @ 24 hours = 1224 hours. Allow credit for original contract 20 trips @ 5 hours = (100 hours). Net increase = 1124 hours.*
  - b. *Phase 3: 11 weeks @ 24 hours = 264 hours. Allow credit for original proposal 5 trips @ 5 hours = (25 hours). Net increase = 239 hours.*
2. *DFDG's field representative would be committed to spend an average of 24 hours per week attending the weekly site meeting, observation of the work, and recording construction progress. The 24 hour average is recommended by Tom Wilhite of the City of Tempe, and is used as the basis of the fee proposal.*
3. *As part of the extended CA services, DFDG will prepare photographic records showing work that will eventually be concealed.*
4. *In addition to the extended CA services, DFDG will continue to perform in-house tasks as outlined in our contract.*
5. *The fee for extended CA services is broken into two options: Phases 1 and 2 per our contract, and the optional Phase 3 as outlined in this letter.*



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6. *Engineering consultants will continue to perform on-site services in accordance with the original contract and will not be required to perform extended CA services.*

**F. FEE PROPOSAL (Extended CA Services Only)** *The following fees will be billed on a time and material basis, using these estimates as "not to exceed".*

**DFDG**

1.	Phase 1 & 2: 1124 hours @ \$135 =	\$151,740	
	Additional reimbursable expenses:	<u>\$2,000</u>	
			\$153,740
2.	Phase 3: 239 hours @ \$135 =	\$32,265	
	Additional reimbursable expenses:	<u>\$500</u>	
			\$32,765

**E. OTHER CONDITIONS**

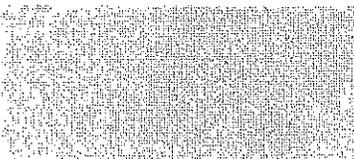
1. *Reimbursable expenses for Phase 3 services will be covered by the allowances in the original contract.*
2. Additional Services, if authorized by the City, would be performed at standard hourly rates or for a mutually agreeable fee. Additional services of the architect's subconsultants will be billed 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.
6. *In the original contract, fee line item D-14 will remain, and will be renamed "Allowance for Supplemental Locker Space Design".*

Mark, if you have any questions or concerns regarding our proposal, please contact me. Thank you for your consideration.

Sincerely,



John W. Dick, AIA



*MAW*

Chad's ability to coordinate diverse project teams to establish and guide goals and expectation has made him a valuable asset to the firm. Chad has experience in projects ranging for smaller renovations and tenant improvements to large phased municipal projects. This range of work in both scope and project type allows him to bring valuable insight to every project. His responsibilities encompass all aspects of architecture and interiors including programming, design, site planning, construction documents, and construction administration.

**Years with the Firm:**

7 years (11 years total experience)

**Education:**

Master of Architecture, Arizona State University - Tempe, AZ  
Bachelor of Architecture, Washington University - St. Louis, MO

**Registration:**

Architect, Arizona  
LEED 2.0 Accredited Professional

**Project Experience:**

Peoria Community & Development Services building - Peoria, AZ  
*(function as Owner's Representative during construction, punchlist & closeout)*  
Glendale City Courthouse - Glendale, AZ (LEED)  
Peoria Courts Expansion - Peoria, AZ  
Apache Junction City Hall & Courts Complex - Apache Junction, AZ (LEED)  
Maricopa County Administration Building Entry Remodel - Phoenix, AZ  
Maricopa County Downtown Justice Courts, Phoenix, AZ (LEED)  
Maricopa County Northeast Courts Complex, Phoenix, AZ  
Arizona Education Association Headquarters - Phoenix, AZ  
Boeing Lobby Remodel - Chandler, AZ  
Motorola Computer Group - Tempe, AZ  
Estrella Mountain Community College Lab Remodel - Avondale, AZ  
ASU Physical Science D-Wing Lab Remodel - Tempe, AZ  
ASU Fitness & Wellness Center - Tempe, AZ  
ASU B & F Wing Renovation - Tempe, AZ

***While with another firm:***

San Tan Corporate Center II  
Desert Schools Federal Credit Union - Northsight Branch  
Cottonmill Center - Petco (Retail)  
Chandler Gateway - Razmataz (Retail)  
The Duke at Rancho El Dorado (Golf Clubhouse)  
Rancho El Dorado Community Center (schematic design only)  
Zacor Corporate Center (Office - unbuilt)