



**PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES
POLICE MAIN STATION RENOVATIONS - STUDY
Project No. PD2401.101
Council Date: April 24, 2025**

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Dick & Fritsche Design Group, Inc., an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide consultant services for Police Main Station Renovations - Study project ("Project") as more fully described in Exhibit "A" ("Services"), which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires 365 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed \$291,745 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: Ivan.Magana@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		Dick & Fritsche Design Group, Inc.
	Mailing Address:	4545 East McKinley Street, Phoenix, AZ 85008	
	Physical Address:	4545 East McKinley Street, Phoenix, AZ 85008	
	Statutory Agent Name:		Buchalter (Steven Fox)
	Statutory Agent Mailing Address:		15279 N. Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	Statutory Agent Physical Address:		15279 N. Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Chad Billings	
	Title:	Vice President	
	Phone:	602-954-9060	
	Email:	cbillings@dfdgd.com	

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

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

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

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

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

"CONSULTANT"
DICK & FRITSCH DESIGN GROUP, INC.

[Signature]

Signature

4/14/2025

Date

4/14/2025

Print Name

Vice President

Title

cbillings@dfdg.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



EXHIBIT "A" SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design for the renovation of the Chandler Police Department Main Station located at 250 E Chicago St, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The existing facility is approximately 70,000 SF and has been constructed in phases with the most recent addition being built in 1998.
- 1.3 The project design, construction, furnishing and equipping budget is not defined. The scope of this project is to help the City identify an appropriate project scope to present to Council for future funding approval.
- 1.4 The master plan will identify a phased plan to renovate multiple areas within CPD. The basis of this proposal is that there are four (4) phases which include Criminal Investigations Bureau (CIB) to move into the vacated Forensic Services Section in the first phase. Field Operations (Patrol) will move into the former CIB space as phase 2. Police Administration and other professional services will consolidate in the third phase. A fourth optional phase may be repurposing of the holding cells and the City Prosecutor's office which assumes these spaces have been moved out of the building into a new or shared facility. While all of this is the anticipated scope of the future work, the purpose of the master plan is to confirm that this will be the best course for the current and future needs of CPD.
- 1.5 Consultant will provide all design services for the Project including, but not limited to, structural, mechanical, plumbing, fire, and electrical engineering and cost estimating services.
- 1.6 Cost estimating will be conceptual based on the limited information available at the conclusion of this planning exercise.
- 1.7 Design and programming will be in accordance with City of Chandler's UDM (Unified Development Manual) and applicable Building Codes.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in submitted Statement of Qualifications will perform those portions of the work listed herein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.2 Final deliverables including cost estimate to be delivered in approximately 24 weeks.
 - 1. Creation of current condition color coded floor plans = 3 weeks
 - 2. Programming / Space Needs Phase = 6 weeks
 - 3. Conceptual Planning Phase = 10 weeks
 - 4. Cost Estimating Phase = 3 weeks
 - 5. Final Report Compilation = 2 weeks
 - 6. Meetings – see section 8.1 for proposed workshops

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 Scope is limited to Programming and Conceptual Design, so information about code requirements and construction processes is not included in this phase of work.

5. PRELIMINARY RESEARCH:

- 5.1 Conduct initial site observation. Site investigation does not include site survey.
- 5.2 Conduct a 3D scan of the existing building to create a point cloud and photo documentation of existing conditions visible below ceilings. Point cloud will be use to create working Revit model of complete building in its current state.
 - 1. Combination of 3D laser scanning + current CAD files may be used for this (DFDG)
- 5.3 Based on completed as-built model, prepare color coded floor plans that identify all existing departments and area labels to confirm existing space.
 - 1. City review and markup all spaces to confirm current uses.
 - 2. Add color coding to current floor plans with correct labels and SF sizes.
 - 3. Create a localized site plan (especially focused on courtyard area adjacent to the community room) in case our masterplan includes future additions.

6. PROGRAMMING & MASTER PLAN:

- 6.1 Design team will attend four in-person meetings (workshops and interviews). In addition to these, Architect will attend an additional seven virtual meetings.
1. Up to (4) In-person meetings including travel by FGMA (tentative meeting agenda):
 - Kick-off meetings / surveys / interviews trip
 - Conceptual planning workshop trip
 - Level of finishes / interior design visioning workshop trip
 - Final report presentation to key-stakeholders
 2. b. Up to (7) Virtual meetings with client, user groups, stakeholders
 - Assumed to be: 2 during programming, 2 during conceptual planning, 1 during interior visioning, 1 for cost estimate review, 1 for prelim final report review.
- 6.2 Evaluate current and projected needs to create masterplan program with a 20-year projection. This will include distribution of questionnaires to CPD, interviews to confirm all scope needs, and documentation of this information through a program spreadsheet.
1. Distribute program questionnaires to relevant CPD departments to fill out.
 2. Conduct follow-up interviews confirming space needs and future staff projections for units within scope of work.
 3. Create a 20yr seating / workstation chart per relevant unit (including sworn, civilian, and volunteer staff) using data provided by the City.
 4. Create a program summary spreadsheet comparing current and future unit space sizes within the building.
 5. Create a detailed program spreadsheet listing all program spaces within scope of the study.
- 6.3 Using the identified program, create graphic test fit plans to identify options for CPD to maximize existing space and identify future additions if needed to achieve 20-year needs.
1. A conceptual site plan drawing of the scope region involved in this study that may show any impacts to the existing courtyard, site walls, sidewalks, etc
 2. A masterplan layout for both floors representing a final masterplan build out vision. (this might even include some strategic additions if needed)
- 6.4 Based on the approved masterplan, prepare conceptual plans for each of the four individual phases to be used to generate pricing for each sub-project.
1. A Phase 1 conceptual layout for pricing.
 2. A Phase 2 conceptual layout for pricing.
 3. A Phase 3 conceptual layout for pricing.
 4. A Phase 4 conceptual layout for pricing.
- 6.5 Develop an interior design vision. Provide photo samples of similar work that depict the suggested design style. Recent CPD projects will be used as a baseline for finishes and quality of work. Key materials will be identified and cut sheets provided where appropriate.
1. Present relevant interior finish photo examples to use for design inspiration samples.
- 6.6 Provide building systems engineering assessment of building's existing infrastructure. Structural engineering is not identified as an established building need, but may be required to evaluate anything observed on site or needed by change of use in building. Allowances for these engineering tasks are noted below.

6.7 Final Deliverable - Master Plan report to include:

1. Conceptual Plan/Programming for the four phases
2. Interior Design Vision and Narrative
3. Engineering Assessment
4. Cost Estimate

7. ALLOWANCE:

- 7.1 Allowances shall only be used after written approval from the City representative. Reimbursement for an allowance (in whole or in part) is not guaranteed.
- 7.2 Printing allowance is intended for the final printing and binding of the masterplan documents.
- 7.3 Travel allowance is to cover out-of-state travel expenses required to attend in-person meetings.
- 7.4 Cost estimating allowance shall be used for the preparation of a cost estimate broken down by phase.
- 7.5 Allowance for 3D renderings will be to create specific interior visuals of the project concept design. Allowance assumes up to three interior locations will be rendered at a conceptual (not photoreal) level.
- 7.6 Provide engineering assessment of building's existing infrastructure. Mechanical, electrical, plumbing and technology systems will be reviewed to verify conditions to provide upgrade recommendations.
 1. Initial Site Visit and Building Assessment
 2. Site Assessment Report for Mechanical, Electrical, Plumbing, Technology Systems.
 - General
 - Verifying existing conditions
 - Document deficient systems
 - Recommendations for building improvements
 - Mechanical
 - Assess condition of existing central plan equipment
 - Cooling Tower
 - Chiller
 - System Pumps
 - Assess above ceiling pipe and duct distribution
 - Plumbing
 - Assess existing roof drain condition
 - Assess above grade sanitary piping
 - Assess above grade domestic water piping
 - Assess existing fire sprinkler / fire suppression systems
 - Electrical
 - Assess electrical service equipment
 - Assess emergency generators and ATS equipment
 - Assess all electrical room panelboards
 - Assess all UPS equipment
 - Assess existing solar system equipment
 - Technology
 - Assess emergency dispatch, 911, and communication systems

- Assess all communications spaces: Main Equip. Rooms and all Telecom. Rooms to ensure all current standards and best practices are in place
 - Document all telecom infrastructure areas requiring remediation: Pathways & Spaces, Backbone and Horizontal Structured Cabling Systems, Fire-stopping, Grounding & Bonding and Cable infrastructure labeling. (Referencing the current BICSI and Division 27 standards & specifications)
3. Assessment Report will include options for modifying the existing MEPT systems to comply with the necessary changes outlined in the developed master plan for the building renovation. Options with recommended solutions will be reviewed with the Owner.
 4. Design Team Coordination
 - 2-hour in-person project kick-off meeting
 - Up to 3 team meetings via video conferencing software
 - Email coordination as needed

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B" LUMP SUM COST

TASK DESCRIPTION		DFDG	FGMA	SUBTOTAL
Task 1.0 Project Description & Scope of Construction				
Task 2.0 Assignment				
Task 3.0 Project Schedule				
Task 4.0 Quality Control				
Task 5.0 Preliminary Research				\$ 24,580.00
5.1	Perform Document Review and 3D Scan	\$ 15,700.00		\$ 15,700.00
5.2	Prepare Existing Floor and Site Plan	\$ 4,710.00	\$ 4,170.00	\$ 8,880.00
Task 6.0 Programming & Master Plan				\$ 161,550.00
6.1	Workshops and CofC Meetings	\$ 12,360.00	\$ 34,740.00	\$ 47,100.00
6.2	Evaluate Current and Future Needs	\$ 2,100.00	\$ 15,120.00	\$ 17,220.00
6.3	Overall Master Plan and Phased Layouts	\$ 1,380.00	\$ 56,760.00	\$ 58,140.00
6.4	Interior Finishes and Visioning	\$ 9,270.00	\$ 2,990.00	\$ 12,260.00
6.5	Prepare Final Narratives	\$ 14,830.00	\$ 12,000.00	\$ 26,830.00
Task 7.0 Allowances				\$ 105,615.00
7.1	Allowance for Printing Expenses at Direct Cost			\$ 1,000.00
7.2	Allowance for Travel Expenses			\$ 10,000.00
7.3	Allowance for Structural Engineering			\$ 3,000.00
7.4	Allowance for 3D Renderings			\$ 10,000.00
7.5	Allowance for Cost Estimating Services			\$ 25,900.00
7.6	Allowance for MPE Engineering			\$ 35,715.00
7.7	Owner Allowance			\$ 20,000.00
TOTAL COST:				\$ 291,745.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

Access To Secured Facilities

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

FGMA^{ARCHITECTS}

Proposal for

Pre-Design Architectural Services

for the

Police Main Station Renovation (Project No. PD2401.101)
Chandler, Arizona

Submitted to:

Chad Billings, AIA
Principal
DFDG ARCHITECTURE
4545 E. McKinley St.
Phoenix, Arizona 85008

By:

FGM ARCHITECTS INC.
1 Westbrook Corporate Center #1000
Westchester, IL 60154

April 8, 2025 **REVISED**

FGM Architects (FGMA) is excited to submit this fee proposal to DFDG Architects to assist in Architectural Services for the Chandler Police Main Station Renovation (Project No. CP0204).

1.0 PROJECT UNDERSTANDING AND SCOPE

The project is located at the Chandler Police Department's Main Station site at 250 E Chicago Street in Chandler, Arizona. The building is a two-story structure that includes a 2-story parking deck along the west and SW corners of the structure. The scope of our study includes approximately 70,000sf +/- of indoor space, much of it built in 1998 as an addition to an older Fire Admin Wing at the north end of the site. Since 1998, multiple renovations have occurred in the main lobby, records department, victim services, and most recently for the Operational Support Units located in space under the parking ramp. This building is on a campus site that includes other buildings not in this scope.

The current services for this project fee proposal include a pre-design study to determine the needs and requirements. The study will evaluate current and future needs, spacing requirements, development of program concepts, and a preliminary cost estimate for the areas mentioned below from the 2014 PD Facilities Master Plan. The following areas and preliminary phases will be looked at as part of the Study:

- Phase 1: Criminal Investigations Bureau (CIB) and Communications to expand into the Forensic Services area once the new lab is constructed. CIB will be able to reorganize so most units and related workspaces and work areas are consolidated. It will also allow relocation of the Real Time Crime Center (RTCC), if desired. This will improve overall service, safety, and efficiency with space for a Police Emergency Operations Center.
- Phase 2: Field Operations Division (Patrol) to move into the CIB and Communications area. This will allow Field Operations Division (Patrol) to be able to consolidate into one area.
- Phase 3: Police Administration to reorganize so office spaces are consolidated by function and reorganize the shared areas for efficiency once Field Operations moves.
- Phase 4: Depending on if the city moves forward with Standalone Detention Facility, our team may need to look at reconfiguration of Holding Area and Prosecutors Office spaces.

Future services for this project (not included in this fee proposal) may include design and potentially also construction management.

1.1 PROJECT SCHEDULE

We understand that this pre-design study project will be given a Notice to Proceed at the August 2024 City Council Meeting. Based on our current understanding of the scope, we anticipate approximately 24 weeks +/- needed to complete all the pre-design service tasks. The duration dates below are assumptions that need to be confirmed by DFDG:

- Creation of current condition color coded floor plans = 3 weeks
- Programming / Space Needs Phase = 6 weeks
- Conceptual Planning Phase = 10 weeks
- Cost Estimating Phase = 3 weeks
- Final Report Compilation = 2 weeks

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Professional Architectural Services for the Project Scope defined above.

2.1 Design Services

Based on the June 18, 2024 scope review meeting with the City of Chandler, below is a list of the pre-design services (PDS) that were agreed on for the DFDG / FGMA team to complete. Primary responsibility for each task is listed after each tasks below in parentheses ().

PDS proposed tasks:

1. Create "Current" floor plans of the entire first and second floors with all rooms / department labeled correctly.
 - a. Combination of 3D laser scanning + current CAD files may be used for this (DFDG)
 - b. Review and markup all spaces with current uses (Chandler)
 - c. Add color coding to current floor plans with correct labels and SF sizes (FGMA to review)
 - d. Create a localized site plan (especially focused on courtyard area adjacent to the community room) in case our masterplan includes future additions (DFDG)
2. Plan, conduct, participate in the following meeting types throughout the study:
 - a. Up to (4) In person meeting / trips:
 - i. Kick-off meetings / surveys / interviews trip (2 people)
 - ii. Conceptual planning workshop trip (2 people)
 - iii. Level of finishes / interior design visioning workshop trip (2 people)
 - iv. Final report presentation to key-stakeholders (1 person)
 - b. Up to (7) Virtual zoom / teams meetings with client, user groups, stakeholders
 - i. 2 during programming, 2 during conceptual planning, 1 during interior visioning, 1 for cost estimate review, 1 for prelim final report review.
 - c. Up to (12) internal team coordination zoom meetings – once every 2 weeks on average.
3. Evaluate current and future space needs for the next 20 years to create a masterplan program (FGMA) tasks will include:
 - a. Distribute program questionnaires to relevant CPD departments to fill out.
 - b. Conduct follow-up interviews confirming space needs and future staff projections for units within scope of work.
 - c. Create a 20yr seating / workstation chart per relevant unit (including sworn, civilian, and volunteer staff) using data provided by the City.
 - d. Create a program summary spreadsheet comparing current and future unit space sizes within the building.
 - e. Create a detailed program spreadsheet listing all program spaces within scope of the study.
4. Develop various conceptual plan graphic test fits based on the program space needs. The level of plan detail should include 2D representation of all program spaces, access / circulation points into each space, and conceptual furniture and millwork locations – not just an overall

department block on the floor plan. These may include the following drawings: (mostly FGMA led)

- a. A conceptual site plan drawing of the scope region involved in this study that may show any impacts to the existing courtyard, site walls, sidewalks, etc
 - b. A masterplan layout for both floors representing a final masterplan build out vision. (this might even include some strategic additions if needed)
 - c. A Phase 1 conceptual layout for pricing.
 - d. A Phase 2 conceptual layout for pricing.
 - e. A Phase 3 conceptual layout for pricing.
 - f. A Phase 4 conceptual layout for pricing.
 - g. Conceptual ceiling and floor finish diagrams for pricing were NOT needed by the client.
5. Develop level of finishes / interior design vision (DFDG led)
 - a. FGMA to support DFDG in gathering relevant interior finish photo examples
 - b. FGMA to participate in an interior visioning workshop with the client.
 6. Develop conceptual outline spec / narratives to support the drawing graphics and to help in cost estimating which will include:
 - a. Narrative of standardized finishes palettes for future phases. (DFDG led)
 - b. Narrative of any police specialty items as part of any of the phases (FGMA led)
 - c. Narrative of recommendations for upgrading dated systems and technologies (BP led)
 - d. Narrative of any structural modification concepts recommended for any of the phases (Schaefer)
 7. Preliminary cost estimates for all phases mentioned above in task #4. (RLB led)
 - a. FGMA will help review the cost estimate and will participate in both internal and City estimate review meetings.
 8. Final Report Compilation / review: (DFDG led)
 - a. FGMA will assist in providing content for the final report and will review prelim drafts.

3.0 ARCHITECT'S COMPENSATION

DFDG Architecture shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Phase 1 Pre-Design Study Proposal as follows:

- 3.1 For all professional services in connection with the Design Services as described in Section 2.0 above we propose the following fees

3.1.1	Phase 1 Pre-Design Services (lump sum)	\$125,780.00
3.1.2	Phase 1 Travel Expenses (not to exceed allowance)	\$10,000.00

- 3.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal, FGMA shall be compensated based on the hourly rates in the attached Hourly Rate Schedule for the

FGMA^{ARCHITECTS}

professional and technical employees engaged on the Project plus Reimbursable Expenses.

- 3.3 Payments shall be made monthly to FGMA upon receipt of FGMA's invoice.
- 3.4 Payments shall be made to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
- 3.5 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.6 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 30 months thereafter.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to DFDG Architecture and the City of Chandler for this project.

Sincerely,

FGM ARCHITECTS INC.



Brian T. Meade | Design Principal
Phone: 773.390.6132
brianm@fgmarchitects.com



Andrew J. Jasek | Executive Vice President
Phone: 630.574.8709
AndyJ@fgmarchitects.com

HOURLY RATE SCHEDULE

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Effective December 1, 2024*

FGMA Hourly Rate Schedule

Principal (Arch V)	\$320.00/hour
Project Manager (Arch IV)	\$270.00/hour
Project Manager (Arch III)	\$230.00/hour
Project Architect (Arch II)	\$190.00/hour
Project Architect (Arch I)	\$150.00/hour
Interior Designer IV	\$260.00/hour
Interior Designer III	\$210.00/hour
Interior Designer II	\$170.00/hour
Interior Designer I	\$140.00/hour
Intern	\$85.00/hour
Project Administrator	\$140.00/hour

**Rates are subject to adjustment each November 1st.*

June 27, 2024

schaefer

CONNECT

Chad Billings AIA, LEED-AP BD+C, WELL AP

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

Re: Chandler PD Master Plan
Schaefer Number: 24-1391

HELLO!

We are pleased to offer our services for structural engineering for the Chandler PD. Our proposal is based on the information we discussed on June 26, 2024. The project consists of the review of an existing building for the purpose of a master plan.

We appreciate the opportunity to submit this proposal to you and we look forward to working with you on this project. Please review this proposal closely for the scope of services that we plan to provide and contact us if the scope or the associated fee is not in line with your expectations.

Sincerely,



Chris Harper, PE, SE
Southwest Region Leader

Enclosure

schaefer-inc.com
2800 North Central Avenue, Suite 1250
Phoenix, Arizona 85004
800.542.3302

FEE PROPOSAL



Project Description

The existing building is estimated at 70,000 sq that has been modified during the life if the structure. The tenant improvements currently being proposed have not been defined and Schaefer will provide the following efforts.

Scope of Services:

1. Complete a general review of the existing drawings to become familiar with the layout and structural system.
2. Complete a level one site observation to determine if the information provided in existing drawings is generally accurate.
3. Review proposed tenant improvement options and determine the potential structural impacts
4. Deliverable
 - a. Summary letter of the items above noting
 - i. Additional information required, if any,
 - ii. General review of existing buildings structural system
 - iii. Summary of structural modifications required to accommodate the proposed tenant improvement.

Compensation for Basic Services Shall Be:

An hourly fee for the structural work outlined in the scope of services, not to exceed \$3,000.

	Fee
Deliverable (as outlined above)	\$3,000

Items not included in the Basic Scope of Services

1. Analysis of the existing conditions or proposed modifications.

Reimbursable Expenses

Reimbursable expenses shall be billed at a multiple of 1.1 times the cost incurred.

Additional Provisions

If Basic Services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this Agreement shall be equitably adjusted.

APPENDICES



Existing Building Condition Assessment

The levels of thoroughness of existing building condition assessment can vary greatly. Below are descriptions of options that can be provided.

LEVEL 1 - VISUAL OBSERVATION AND ASSESSMENT

This assessment is limited to conditions that can be detected by a reasonable visual observation, and any additional or special procedures noted below. Unless noted otherwise, the visual observation shall consist of a walk-thru of the area, and a closer examination of a few random accessible areas. This assessment is entirely visual and will identify obvious signs of structural deficiencies or distress. This type of assessment does not attempt to determine code compliance or structural adequacy.

This assessment may identify issues that require additional investigation which is beyond the scope of services.

The deliverable will be a letter style report documenting the conditions observed and recommendations.

The above limitations also apply to foundation investigations. If this investigation is to include the foundation, any observed conditions which could lead to a problem will be noted. There may be existing or potential problems that cannot be detected unless an excavation and/or soil borings are made which, unless noted, is outside the scope of this assessment.

2024 RATE SCHEDULE



The following are the 2024 billing rates for Schaefer.

Engineers	Rates/Hour
Principal	\$234.00
Senior Project Manager/Senior Engineer Manager	\$234.00
Project Manager II/Senior Project Engineer II	\$203.00
Project Manager I/Senior Project Engineer I	\$171.00
Project Engineer	\$150.00
Design Engineer II	\$133.00
Design Engineer I	\$123.00
BIM Manager	\$164.00

Technical	Rates/Hour
Designer	\$164.00
Senior Modeler	\$150.00
Modeler II	\$141.00
Modeler I	\$112.00
Co-Op	\$75.00

7/8/2024

Client:

Chad Billings
Project Director
DFDG
4545 East McKinley Street
Phoenix, AZ, 85008
602-954-9060
cbillings@dfdg.com

Project:

Chandler Police Headquarters Renovation
Assessment Phase
250 East Chicago Street
Chandler, AZ, 85225

**SUBJECT: PROJECT ASSESSMENT PHASE ENGINEERING SERVICES FEE PROPOSAL
REVISION 2**

B&P Prop No. – 24P-018

Dear Chad Billings:

Thank you for the opportunity to submit this proposal to provide consulting engineering services for the referenced project. This proposal includes the Project Description, as we understand it, B&P's proposed Scope of Services, Compensation, and our Terms & Conditions.

Project Description

The project as we understand it is a renovation of the existing ~70,000 SF Chandler Police Department Headquarter building. This phase scope of work includes an on-site assessment and report of existing conditions at the project site and upgrade recommendations to be organized for each of the 4 anticipated construction phases for easier budgeting breakouts per phase.

This proposal has been developed utilizing the scope of work originally presented by City of Chandler during the RFQ and design team selection process. Additionally, the following assumptions were considered...

- On-site assessment effort with Mechanical/Plumbing, Electrical, and Technology team members will be completed over the course of 2-3 days
- 2-hour in-person project kick-off meeting
- Up to 2 design team coordination meetings will be held via videoconferencing software

Information to be Provided by Client

- Client shall provide the following information to B&P:

- Existing facility drawing files

Included Services

B&P proposes to provide consulting engineering services for the above referenced project. Our services will include:

- Initial Site Visit and Building Assessment
- Site Assessment Report for existing Mechanical, Electrical, Plumbing, Technology Systems.
 - General
 - Verifying existing conditions
 - Document deficient systems
 - Recommendations for building improvements
 - Mechanical
 - Assess condition of existing central plant equipment
 - Cooling Tower
 - Chiller
 - System Pumps
 - Assess above ceiling pipe and duct distribution
 - Plumbing
 - Assess existing roof drain condition
 - Assess above grade sanitary piping
 - Assess above grade domestic water piping
 - Assess existing fire sprinkler / fire suppression systems
 - Electrical
 - Assess electrical service equipment
 - Assess emergency generators and ATS equipment
 - Assess all electrical room panelboards
 - Assess all UPS equipment
 - Assess existing solar system equipment
 - Technology
 - Assess emergency dispatch, 911, and communication systems
 - Assess all communications spaces: Main Equip. Rooms and all Telecomm. Rooms to ensure all current standards and best practices are in place
 - Document all telecomm infrastructure areas requiring remediation: Pathways & Spaces, Backbone and Horizontal Structured Cabling Systems, Fire-stopping, Grounding & Bonding and Cable infrastructure labeling. (Referencing the current BICSI and Division 27 standards & specifications)
- Assessment Report will include options for modifying the existing MEPT systems to comply with the necessary changes outlined in the developed master plan for the building renovation. Options with recommended solutions will be reviewed with the Owner.
- Design Team Coordination
 - 2-hour in-person project kick-off meeting
 - Up to 3 team meetings via video conferencing software
 - Email coordination as needed

Excluded Services

B&P proposes to provide consulting engineering services for the above referenced project. Our services DO NOT include:

- Engineering for Electrical, Mechanical, Plumbing, Technology and/or Fire Protection.
- Construction Administration services including responding to RFI's and Submittals.
- Design of electrical, communications, and natural gas systems as required on within the project site.
- Production of signed and stamped Construction Documents including drawings and specifications for bidding and permitting purposes.
- LEED participation and documentation for typical MEP credits.
- Assessment and written report on existing building MEP systems condition.
- Participation in the architectural programming or conceptual design effort.
- Value Engineering of systems due to conditions or decisions outside of B&P control.
- Design of equipment or cabling for the low voltage systems (IT/Data, Security, AV, Access Control, etc), raceways for these systems are included under our basic services.
- Preparation of any additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants. This includes life cycle cost analyses.
- Extensive revisions to our work due to changes outside B&P's control, including redesign of systems after approval by the Owner or Owner's Representative.
- Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.

Schedule

Please allow 10 business days minimum advance scheduling notice for on-site assessment

Please allow 10 business days minimum to develop engineers assessment report after completion of site investigation and coordination with the City of Chandler and the design team.

Compensation

We propose to provide these services as an allowance amount per the attached fee schedule. We will invoice time spent on site for preliminary site investigation and will evaluate the master plan and options with the City of Chandler as we move forward with the remainder of the assessment.

Reimbursable expenses for the project are included in our proposal.

We will invoice monthly during design and construction. If you request additional services, we could provide them either on a lump sum fee basis or hourly per our attached hourly rate schedule

Terms & Conditions

This proposal is based on our understanding of the project and the Owner's expectations. Please forward us a copy of your prime agreement when it becomes available. We reserve the right to modify this proposal if your prime agreement differs significantly from our expectations.

By signing this proposal document, client agrees to all attached Terms and Conditions and all included sheets prior to this signature sheet.

This proposal is considered valid for 90 days from date above.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please call me if you would like to discuss any aspects of it.

Sincerely,

BRIDGERS & PAXTON
CONSULTING ENGINEERS, INC.



John Montaño, PE
Principal



Brett Lorenzen, PE, LEED AP BD&C
Senior Electrical Engineer/Project Manager

cc: B&P Accounting
File

ACCEPTED BY: _____ DATE: _____

Accounting: _____ Date: _____

PROFESSIONAL FEE SCHEDULE OF HOURLY RATES
MECHANICAL/ELECTRICAL/PLUMBING/TECHNOLOGY/CONTROLS

November 15, 2023 – November 14, 2024

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$105.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$ 90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

REIMBURSABLE EXPENSES:

Travel and per diem (lodging, meals, etc.), reproduction, express mailing, etc. will be billed on a direct cost reimbursable basis, unless otherwise stipulated.

CONTRACT TERMS AND CONDITIONS

- A. Late charges are assessed at 1.5% per month from date of invoice or 18% per year. All collection costs, including attorney's fees and any court fees are to be paid by client.
- B. Obligations of the client to pay the consultant are not contingent on client obtaining any approvals, acceptances, permits or reimbursements from any parties, individuals, organizations or agencies.
- C. If consultant is ordered to stop work after agreement to this proposal, consultant will be paid his standard hourly billing rates, up to the limit of the quoted fee.
- D. All consultants' documents: original drawings, opinions of probable construction costs, specifications, field notes, reports and data are the sole and exclusive property of the consultant as instruments of service.
- E. The client and/or owner agree not to attempt to hire (or discuss employment with) any employees (or former employees) of B&P until one year has passed, from completion of services.
- F. Any controversy or claim out of or relating to this contract, or the breach thereof, shall be settled in accordance within the Jurisdiction of the State of Arizona.
- G. Opinions of Probable Construction Costs, if any, represent our best judgment as design professionals familiar with the construction industry. However, it is recognized, that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, we cannot and do not warrant or represent that bids or negotiated prices will not vary from the estimate.
- H. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- I. Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to re-familiarize the team with the project.
- J. Any incentives clauses for the design team or contractor shall be disclosed at the time they are established. The design team shall be fully informed of such clauses and given the opportunity to participate if success of meeting the incentive clause requires additional effort on our part.
- K. Consult with us regarding proposed changes which may affect our work, as early as feasible

upon consideration of the change. Bridgers & Paxton shall be notified of all architectural changes in writing.

- L. The premise of this agreement is that the prime consultant and all other project sub-consultants are adequately insured for professional liability and are therefore liable for their portion of the work.
- M. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- N. Current conditions in the world due to natural disasters, political unrest or other economics may impact the project's construction cost beyond the design professional's control. The results of such unforeseen and unpredictable situations may adversely affect the cost of building materials as well as the overall cost of construction when related to energy costs.
- O. If any required item or component of the Project is omitted from the Construction Documents, liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the Construction Documents. We shall not be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.
- P. We may request contract renegotiation if discoveries are found that are above information originally evaluated by and/or presented. If terms cannot be agreed to through good faith negotiations, the parties agree that either party has the absolute right to terminate this Contract.
- Q. Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions, the Client agrees to indemnify and hold Engineer harmless from any and all damage, liability and cost arising or allegedly arising out of any existing conditions which we are unable to verify.
- R. BPCE will not sign any documents that would result in certification or guarantee of any existing conditions that BPCE cannot obtain.
- S. Client shall provide information in a timely manner regarding requirements for and limitations of the preliminary estimate or updated estimates of the cost of the work, bidding documents, bid tabulations, negotiated proposals and contract documents, including change orders and construction change directives, as well as any information requested by Engineer. Client authorizes Engineer to rely upon the accuracy and completeness of information provided by Client. Client represents that it has obtained all necessary rights, approvals, and consents necessary for Engineer's use.

- T. Engineer will assist with determining fixtures and making reasonable product adjustments to meet the specified budget within limitations deemed reasonable and prudent during the design process. However, if the Client accepts a change that has not been recommended or approved in writing, or installation is made in a manner inconsistent with the construction documents produced, the Client agrees to indemnify, defend, and hold Engineer harmless from any claim, damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by the Client.
- U. Engineer shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Services will be performed as expeditiously as is consistent with the standard of care. Some services may be performed by sub-consultants of Bridgers and Paxton Consulting Engineers.
- V. Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding by client and Bridgers and Paxton Consulting Engineers, which agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any dispute resolution provisions, limitations of liability, and indemnities shall survive termination of this Contract.
- W. This Contract may be terminated at any time by either party upon seven (7) days written notice should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Bridgers and Paxton Consulting Engineers for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination.



BRIDGERS & PAXTON CONSULTING ENGINEERS, INC. FEE PROPOSAL SPREAD SHEET

PROJECT - [City of Chandler PD Assessment](#)
LOCATION - [Chandler AZ](#)
PROJECT NUMBER - [24P-018](#)

TYPE OF SERVICE:
[Mechanical/Plumbing/Fire Protection](#)

SH 2 OF 4
DATE [7/8/2024](#)
REV. [2](#)

PHASE/TASK/ACTIVITY	HOURS BY STAFF LEVEL												TOTAL	TOTAL	
	Principal	PM	S Engr	Proj Engr	Engineer	El	S Des	Proj Des	Designer	BIM	CADD	Est/CA	HOURS	AMOUNT	
Construction Documents	1														
Task/Activity:															
On-Site Assessment				24						24				48	6,840.0
Review existing record drawings				4										4	740.0
Engineering Assessment Report				12						4				16	2,620.0
Coordinate with other consultants				6										6	1,110.0
Design team meetings				6										6	1,110.0
Quality Assurance													1	225.0	
TOTAL HOURS	1.00		52.00						28.00				81.00	12,645.0	
BILLING RATE	\$225.00	\$210.00	\$185.00	\$155.00	\$130.00	\$110.00	\$165.00	\$120.00	\$100.00	\$120.00	\$90.00	\$145.00	\$156.11	AVG.	
SUB-TOTAL (Labor)	\$225.00		\$9,620.00						\$2,800.00				\$12,645.00		
EXPENSES:															
Reimbursables - Airfare	1 visit, 1 person; \$550 roundtrip flight												N/A		
Hotel	1 visit, 1 person; Hotel: \$120 per night, total 2 nights												N/A		
Rental Car	1 visit * 1 car * \$120/day * 3 days												N/A		
Meals	1 visit, 1 person; Meals: \$45/meal per day, total 2 days												N/A		
Mileage:	1 visit, 200 miles roundtrip, @ 0.655/mile												N/A		
Reproduction															
SUB-TOTAL (Expenses)															
Construction Documents TOTAL FEE														\$12,645.00	

**This proposal is only valid for 60 days from the submittal date listed above.



BRIDGERS & PAXTON CONSULTING ENGINEERS, INC. FEE PROPOSAL SPREAD SHEET

PROJECT - City of Chandler PD Assessment
LOCATION - Chandler AZ
PROJECT NUMBER - 24P-018

TYPE OF SERVICE:
Electrical/Telecom

SH 3 OF 4
DATE 7/8/2024
REV. 2

PHASE/TASK/ACTIVITY	HOURS BY STAFF LEVEL												TOTAL	TOTAL
	Principal	PM	S Engr	Proj Engr	Engineer	El	S Des	Proj Des	Designer	BIM	CADD	Est/CA	HOURS	AMOUNT
Construction Documents														
Task/Activity:														
On-Site Assessment		20							20				40	6,200.0
Review existing record drawings		4											4	840.0
Engineering Assessment Report		12							4				16	2,920.0
Coordinate with other consultants		6											6	1,260.0
Design team meetings		6											6	1,260.0
Quality Assurance	1												1	225.0
TOTAL HOURS	1.00	48.00							24.00				73.00	12,705.0
BILLING RATE	\$225.00	\$210.00	\$185.00	\$155.00	\$130.00	\$110.00	\$165.00	\$120.00	\$100.00	\$120.00	\$90.00	\$145.00	\$174.04	AVG.
SUB-TOTAL (Labor)	\$225.00	\$10,080.00							\$2,400.00				\$12,705.00	
EXPENSES:														
Reimbursables - Airfare	1 visit, 1 person; \$550 roundtrip flight												N/A	
Hotel	1 visit, 1 person; Hotel: \$120 per night, total 2 nights												N/A	
Rental Car	1 visit * 1 car * \$120/day * 3 days												N/A	
Meals	1 visit, 1 person; Meals: \$45/meal per day, total 2 days												N/A	
Mileage	3 visits, 15 miles roundtrip, @ 0.655/mile												N/A	
Reproduction														
SUB-TOTAL (Expenses)														
Construction Documents	TOTAL FEE												\$12,705.00	

**This proposal is only valid for 60 days from the submittal date listed above.



BRIDGERS & PAXTON CONSULTING ENGINEERS, INC. FEE PROPOSAL SPREAD SHEET

PROJECT - [City of Chandler PD Assessment](#)
LOCATION - [Chandler AZ](#)
PROJECT NUMBER - [24P-018](#)

TYPE OF SERVICE:
[Information Technology](#)

SH 4 OF 4
DATE [7/8/2024](#)
REV. [2](#)

PHASE/TASK/ACTIVITY	HOURS BY STAFF LEVEL												TOTAL HOURS	TOTAL AMOUNT
	Principal	PM	S Engr	Proj Engr	Engineer	EI	S Des	Proj Des	Designer	BIM	CADD	Est/CA		
Construction Documents														
Task/Activity:														
On-Site Assessment			16						16				32	4,560.0
Review existing record drawings			4										4	740.0
Engineering Assessment Report			12						4				16	2,620.0
Coordinate with other consultants			6										6	1,110.0
Design team meetings			6										6	1,110.0
Quality Assurance	1												1	225.0
TOTAL HOURS	1.00		44.00						20.00				65.00	10,365.0
BILLING RATE	\$225.00	\$210.00	\$185.00	\$155.00	\$130.00	\$110.00	\$165.00	\$120.00	\$100.00	\$120.00	\$90.00	\$145.00	\$159.46	AVG.
SUB-TOTAL (Labor)	\$225.00		\$8,140.00						\$2,000.00				\$10,365.00	
EXPENSES:														
Reimbursables - Airfare	1 visit, 1 person; \$550 roundtrip flight												N/A	
Hotel	1 visit, 1 person; Hotel: \$120 per night, total 2 nights												N/A	
Rental Car	1 visit * 1 car * \$120/day * 3 days												N/A	
Meals	1 visit, 1 person; Meals: \$45/meal per day, total 2 days												N/A	
Mileage:	1 visit, 200 miles roundtrip, @ 0.655/mile												N/A	
Reproduction														
SUB-TOTAL (Expenses)														
Construction Documents	TOTAL FEE												\$10,365.00	

**This proposal is only valid for 60 days from the submittal date listed above.

SJM: K-PHX: CoC:PSM
April 7th, 2025

Mr. Chad Billings, AIA, LEED-AP BD+C, WELL AP
Principal
DFDG
4545 E. McKinley St.
Phoenix, AZ 85008

Via e-mail:

Dear Chad:

**RE: CITY OF CHANDLER POLICE STATION MASTERPLAN
FEE PROPOSAL FOR COST CONSULTANT SERVICES**

Thank you for inviting Rider Levett Bucknall (RLB) to submit a proposal to provide Cost Consultant Services on the City of Chandler Police Station Masterplan.

Project Description

1. Create "Current" floor plans of the entire first and second floors with all rooms / department labeled correctly.
 - a. Combination of 3D laser scanning + current CAD files may be used for this
 - b. Review and markup all spaces with current uses
 - c. Add color coding to current floor plans with correct labels and SF sizes
 - d. Create a localized site plan (especially focused on courtyard area adjacent to the community room) in case our masterplan includes future additions
2. Plan and conduct key client facing workshops / meetings to build consensus:
 - a. Conduct kick-off meeting(s) with all key stakeholders to establish primary goals and benchmark / performance targets.
3. Evaluate current and future space needs for the next 15-20 years to create a masterplan program (FGMA) tasks will include:
 - a. Distribute program questionnaires to (all / some) CPD departments to fill out.
 - b. Conduct follow up interviews confirming space needs and future staff projections for units within scope of work.
 - c. Create a staffing projection chart for relevant units.
 - d. Create a program summary spreadsheet comparing current and future unit space sizes within the building.
 - e. Create a detailed program spreadsheet listing all program spaces within scope of the study.

Mr. Chad Billings, AIA, LEED-AP BD+C, WELL AP
DFDG
April 7th, 2025
Page 2

**RE: CITY OF CHANDLER POLICE STATION MASTERPLAN
FEE PROPOSAL FOR COST CONSULTANT SERVICES**

4. Develop various conceptual plan graphic test fits based on the program space needs. These may include the following drawings:
 - a. A masterplan layout for both floors representing a final masterplan build out vision. (this might even include some strategic additions if needed)
 - b. A Phase 1 conceptual layout for pricing.
 - c. A Phase 2 conceptual layout for pricing.
 - d. A Phase 3 conceptual layout for pricing.
 - e. A Phase 4 conceptual layout for pricing.
 - f. Optional - Conceptual ceiling and floor finish diagrams for pricing
5. Develop conceptual outline spec / narratives to support the drawing graphics and to help in cost estimating which will include:
 - a. Narrative of standardized finishes palettes for future phases.
 - b. Narrative of any police specialty items as part of any of the phases
 - c. Narrative of recommendations for upgrading dated MPE systems and technologies
 - d. Narrative of any structural modification concepts recommended for any of the phases
6. Develop preliminary cost estimates for all phases mentioned above in task #4.

Consultant Scope of Work & Proposed Fee

Prepare one (1) Program / Concept Masterplan Documents Cost Estimate including review with the project team.

– 140 hours @ \$185/hour, \$25,900

Total Fee - \$25,900

Schedule

RLB will need approximately ten (10) – 15 (15) business days to schedule the work plus approximately ten (10) full business days with the completed masterplan submission to develop the construction cost estimates.

Mr. Chad Billings, AIA, LEED-AP BD+C, WELL AP
DFDG
April 7th, 2025
Page 3

**RE: CITY OF CHANDLER POLICE STATION MASTERPLAN
FEE PROPOSAL FOR COST CONSULTANT SERVICES**

Exclusions

Please note that our fees generally exclude out-of-pocket expenses (such as airfares and travel outside the Greater Phoenix area; color photocopying; reproduction costs associated with other consultants' documents), which are to be reimbursed at the actual cost to us. Additionally, please carefully note that our proposed fees specifically do not include the following:

- detailed labor, material and equipment build-ups for unit rates included within RLB's construction cost estimate(s)
- this fee proposal is based on preparing one (1) construction cost estimate for each proposed design solution for each of the disciplines (Architecture, Structure, Mechanical, Electrical, etc.). Studies of alternative design options, different systems, cost reduction/value engineering, etc., are excluded. If these studies become necessary and desirable, we will prepare an added proposal for your consideration.
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the design milestone exercises specifically included within this proposal
- site visit(s) to the existing facility or other similar facilities elsewhere

Terms & Conditions

The terms will be as per Design Teams Agreement with the City of Chandler. Unless otherwise agreed to in writing, RLB's scope of services is limited to the extent discussed in this proposal. Any additional scope, changes in the scope, or additional scope required by contract terms and conditions shall be an additional service for which additional fees will be required.

Mr. Chad Billings, AIA, LEED-AP BD+C, WELL AP
DFDG
April 7th, 2025
Page 4

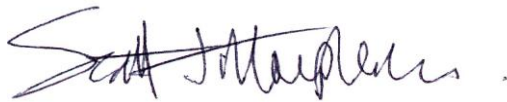
RE: CITY OF CHANDLER POLICE STATION MASTERPLAN
FEE PROPOSAL FOR COST CONSULTANT SERVICES

Acceptance

To signify your acceptance of this proposal, please sign below and return it to me.

In the meantime, if you have any questions, or would like to discuss some aspect of this proposal, please feel free to contact me.

Yours faithfully,
RIDER LEVETT BUCKNALL LTD.



Scott J. Macpherson MRICS
Executive Vice President



Jesse Zunke
Associate Principal

Accepted: _____

Position / Title: _____

Date: _____

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A