

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 9, 2014

**ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:**

Amendment # 10 contract # CT-FM-11046556-P, WSM Architects, Inc. Pima County Fleet Services New Fleet Services Facilities. This Amendment extends the contract term until February 28, 2015, and adds \$27,821.00 to the Contract for additional design and construction administration services requested by the County. Funding source: Certificates of Participation. Administering Department: Facilities Management.

Effective Date: December 9, 2014

Termination Date: February 28, 2015

Original Contract Amount: \$909,728.00

Previous Amendment(s): \$638,282.00

Previous Contract Amount: \$1,548,010.00

This Amount this Amendment: \$27,821.00

Revised Contract Amount: \$1,575,831.00

Cont #	CT-FM-11046556-P
Effective:	12-9-2014
Term	02-28-2015
Cost	\$27,821.00
Rev	0
Tot	\$27,821.00
NTE	1,575,831.00
Timex	YES
Renewal:	12-1-2014
Term	02-28-2015

Project Manager: John Fralc, Facilities Management (724-3103)

Contract Officer: Melissa Hala'ufia, (724-8586)  
Procurement Department

Vendor is using a Social Security Number: NO

Please return to Harry Lewis.

*Ver-24 Vendor-1 pgs. 7*

CLERK OF THE BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM No. \_\_\_\_\_

*To: CoB - 11-24-14  
Agenda 12-9-14 (1)  
C*

Procure Dept 11/19/14 PM02:36

<b>PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT</b>	
<b>PROJECT:</b> Pima County Fleet Services New Fleet Services Facilities	
<b>CONSULTANT:</b> WSM Architects, Inc. 4330 N. Campbell Ave. #268 Tucson, AZ 85718	<b>CONTRACT</b>
<b>CONTRACT NO.:</b> CT-FM-11046556-P	<b>NO. CT-FM-11046556-P</b>
<b>AMENDMENT NO.:</b> Ten (10)	<b>AMENDMENT NO. 10</b>
<b>FUNDING:</b> Certificates of Participation	This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>CONTRACT TERM:</b> 05/18/11 - 05/17/12	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	909,728.00
<b>TERMINATION PRIOR AMENDMENT:</b> 11/30/14	<b>PRIOR AMENDMENT(S):</b>	\$	638,282.00
<b>TERMINATION THIS AMENDMENT:</b> 02/28/15	<b>AMOUNT THIS AMENDMENT:</b>	\$	27,821.00
	<b>REVISED CONTRACT AMOUNT:</b>	\$	1,575,831.00

**CONTRACT AMENDMENT**

**WHEREAS,** COUNTY and CONSULTANT have entered into the Contract referenced above; and

**WHEREAS,** COUNTY has requested additional design services for build out of a future dyno bay, relocation of the alignment bay, and revisions to building, and additional construction administration services to coincide with the construction schedule; and

**WHEREAS,** COUNTY and CONSULTANT, pursuant to Article I- Term and Extension/renewal/Changes have agreed to extend the termination date of the Contract to allow for project completion; and

**WHEREAS,** CONSULTANT has agreed to provide these additional design and construction administration services at a cost acceptable to the COUNTY; and

**WHEREAS,** COUNTY and CONSULTANT have agreed to increase funding to provide payment for these additional services.

**NOW, THEREFORE,** it is agreed as follows:

- CHANGE** the first sentence of the first paragraph of ARTICLE I -TERM AND EXTENSION/RENEWAL/CHANGES as follows:

**From:** "...and shall terminate November 30, 2014..."

**To:** "...and shall terminate February 28, 2015..."

- CHANGE** second paragraph of ARTICLE IV-COMPENSATION AND PAYMENT as follows:

**From:** "CONSULTANT's total CPFF shall be allocated among the major tasks contemplated by this Contract in such a manner than each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT 'B' - COMPENSATION SCHEDULE (23 pages), Exhibit 'B-1' (4 pages), EXHIBIT 'B-2'-ADDITIONAL COMPENSATION SCHEDULE (18 pages), EXHIBIT 'B-3' ADDITIONAL SERVICES FOR INTERIOR FINISH SELECTIONS (3 pages), Exhibit 'B-4' Additional Services for Sewer Connection Revisions, HVAC System Revisions, and Fuel Line Issues (13 Pages), Exhibit 'B-5' Additional Services for New Magnesium Chloride Tanks and Containment Design (7 pages), Exhibit 'B-6' Additional Services for Solar Canopies and RV Shoreline power (5 pages), Exhibit 'B-7' Additional Services for TEP Easements and KM Pipeline Conflict (4 pages)", Exhibit 'B-8' Additional Services for User Requested Changes (7 pages), and Exhibit 'B-9' Additional Services, dated May 19, 2014 (6 pages)."

C

**To:** "CONSULTANT's total CPFF shall be allocated among the major tasks contemplated by this Contract in such a manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT 'B' – COMPENSATION SCHEDULE (23 pages), Exhibit 'B-1' (4 pages), EXHIBIT 'B-2'-ADDITIONAL COMPENSATION SCHEDULE (18 pages), EXHIBIT 'B-3' ADDITIONAL SERVICES FOR INTERIOR FINISH SELECTIONS (3 pages), Exhibit 'B-4' Additional Services for Sewer Connection Revisions, HVAC System Revisions, and Fuel Line Issues (13 Pages), Exhibit 'B-5' Additional Services for New Magnesium Chloride Tanks and Containment Design (7 pages), Exhibit 'B-6' Additional Services for Solar Canopies and RV Shoreline power (5 pages), Exhibit 'B-7' Additional Services for TEP Easements and KM Pipeline Conflict (4 pages)", Exhibit 'B-8' Additional Services for User Requested Changes (7 pages), Exhibit 'B-9' Additional Services, dated May 19, 2014 (6 pages), and Exhibit 'B-10' Additional Services User Requested Changes, dated November 5, 2014 (5 pages)"

3. **ADD** and incorporate EXHIBIT 'B-10' Additional Services User Requested Changes, dated November 5, 2014 (5 pages).

4. **CHANGE** the fourth paragraph of ARTICLE IV-COMPENSATION AND PAYMENT as follows:

**From:** "The total of all payments to CONSULTANT for services provided under this Contract shall not exceed **One Million Five Hundred Forty Eight Thousand Ten Dollars (\$1,548,010.00).**"

**To:** "The total of all payments to CONSULTANT for services provided under this Contract shall not exceed **One Million Five Hundred Seventy Five Thousand Eight Hundred Thirty One Dollars (\$1,575,831.00).**"

This Amendment shall be effective on December 9, 2014.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

**APPROVED:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy County Attorney

Tobin Rosen  
\_\_\_\_\_  
Name (Please Print)

**CONSULTANT:**

  
\_\_\_\_\_  
Signature

PAUL MICKELBERG PRINCIPAL  
\_\_\_\_\_  
Name and Title (Please Print)

11.17.14  
\_\_\_\_\_  
Date

November 05, 2014



John Fralc  
Project Manager  
Pima County Facilities Management  
150 West Congress Street 3<sup>rd</sup> Floor  
Tucson, AZ 85701

**Re: Fee Proposal for Pima County Fleet Services – Additional Services  
for User Requested Changes – Contract #15-13-W-1440929-0411 –  
Version 2**

John,

On behalf of WSM Architects Inc., I am pleased to submit our fee proposal for additional services for design and specifications changes related to various owner requested revisions to the Pima County Fleet Maintenance Facility. The total for this Additional Services request is \$27,821.

Included is a summary sheet that identifies the fees for this added scope.

Our services will include:

**Dyno Bay Fit up**

- The users requested that the future dyno bay built out for future use. This fee is for the vehicle exhaust equipment design only.
- Only Mechanical Engineers fees are being requested

**Alignment bay relocation**

- The users requested that the alignment bay be relocated within the shop – This includes verifying the suitability of the new location and observing the execution of the relocation

**Misc. Shop revision**

- The users requested several revisions to the building, these are documented in Proposal Requests 74, 75, 76, 77, 78, and 80

**Additional Construction Administration**

- WSM's original contract allowed for a 48 week construction period with a 4 week owner move period for a total construction administration effort of 52 weeks. We previously asked for and received an additional 4 weeks of construction administration fee bringing our total to 56 weeks (Aug 1<sup>st</sup>).
- The actual construction period originally included in the contractor's scope was 52 weeks of construction, construction started on July 7, 2013 and substantial completion was originally scheduled for July 7 2014. The substantial completion was actually awarded on August 22 2014, with the owner move period to follow. The final owner move in period, with added scope items, commissioning, and punch

list will not be fully complete until on or around December 1, 2014. This will total 74 weeks of Construction Administration effort on WSM's part, exceeding our contract with the previously approved additional services request by 18 weeks

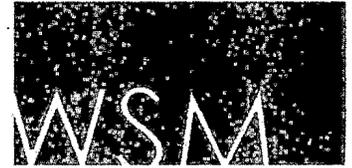
- Based on our current balance on our contract, WSM is requesting fees associated with our actual cost for this time extension plus the fee estimate for the remaining work to be done. (see attached worksheet)

It should be noted, due to the phase of construction and to not delay the Contractor, our team has already been in process or has completed these items and we have continued to provide construction administration services as required without delay.

If you have any comments or questions please call.

Sincerely,

Michael Becherer,  
Project Manager  
WSM Architects Inc.  
(520) 408-1044



**FEE ESTIMATE SUMMARY**

PROJECT: PC Fleet Services - Additional Services Request  
 PREPARED BY: WSM Architects Inc Misc revisions V2  
 EFFECTIVE DATE:  
 CONTRACT TIME:  
 METHOD OF COMPENSATION:

DATE: 11/5/2014  
 CONTRACT NUMBER: 15-13-W-144029-0411  
 PRIME CONTRACTOR: WSM Architects Inc  
 CONTRACT TYPE: Architectural

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	Dyno Bay Revisions Mech only below	Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
II	Move Alignment Bay Included in IV	Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
III	Misc Revisions Included in IV	Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
IV	Additional CA	Project Principal	0	\$47.38	\$0
		Project Manager	222.5	\$37.50	\$8,344
		Senior A/E Project Architect	4	\$34.62	\$138
		A/E	19	\$27.10	\$515
		CADD	0	\$24.00	\$0
		Clerical	20	\$19.00	\$380
V		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
VI		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0

(A) Direct Labor (items 1+2+3+4+5+6)  
 (E) Overhead @ 155% x (A)

Fee Subtotal \$9,377  
 \$14,535  
 \$23,912

(B) Estimated Outside Services and Subconsultants

Firm: <b>Gannett Fleming</b>	\$0
<b>PH Mechanical</b>	\$1,818
<b>Bowden Electrical</b>	\$1,220
<b>Grenier Structural</b>	\$0
<b>DOWL HKM</b>	\$0
<b>Legal Descriptions for Easements</b>	\$0
<b>McGann Landscape</b>	\$0
(C) Total Cost for all subconsultant and outside service	<b>\$3,038</b>
(D) Total Consultant Fee (Prime and Subconsultants)	\$26,950
(E) Profit @ 10% x (A) + (B)	\$2,695
(F) <b>Fee Sub total</b>	<b>\$29,644</b>
(G) Reimbursables	\$0
(H) <b>Fee Total</b>	<b>\$29,644</b>

