



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Line and Space, L.L.C. (Headquarters: Tucson, AZ)

Project Title/Description:

Architectural and Engineering Design Services: Flowing Wells Branch Library Addition (XFWBLB).

Purpose:

Award of Contract: Contract No. CT-FM-16-344. This award of contract is recommended to the highest qualified consultant in the amount of \$348,341.14 for a contract term from June 7, 2016, to December 6, 2018 for Architectural and Engineering Design Services: Flowing Wells Branch Library Addition. Administering Department: Facilities Management.

Procurement Method:

Solicitation for Qualifications No. 205603 was conducted pursuant to A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Five (5) responsive statements of qualifications were received and evaluated by a six (6) member committee using qualifications and experience based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified respondent, Line and Space, L.L.C. is recommended for award.

Attachments: Notice of Recommendation for Award, Contract.

Program Goals/Predicted Outcomes:

The Flowing Wells Library addition will provide a full service branch library to meet the needs of the Flowing Wells community.

Public Benefit:

At the conclusion of the project the Flowing Wells community will have a full service branch library.

Metrics Available to Measure Performance:

Pima County Facilities Management will monitor the schedules throughout the project to ensure that the project stays on track. During the design phase, the Architect will produce and maintain the schedule, and during construction, the contractor will produce and maintain the schedule.

Retroactive:

No

To: COB- 5.23.16 (1)
Ver. - 1
Pgs. - 101

Procure Dept 05/20/16 PM01:01

Original Information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 16-344
Effective Date: 6/7/2016 Termination Date: 12/6/2018 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 348,341.14 ☐ Revenue Amount: \$ _____
Funding Source(s): Library District Fund

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Ana Wilber

Department: Procurement

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

M. Wilber 5/12/16

5-13-16 Telephone: (520) 724-8166

5/13/16

5-18-16

C. Ruelbrey 5/19/16



**NOTICE OF RECOMMENDATION FOR AWARD
MAY 13, 2016**

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for **Solicitation No. 205603 Architectural and Engineering Design Services: Flowing Wells Branch Library Addition**; that the following listed respondent will be recommended for award. The award action is scheduled to be performed by the Pima County Board of Supervisors on or after **June 7, 2016**.

RECOMMENDED:

Line and Space, L.L.C.

OTHER FINAL-LISTED FIRMS (Alphabetical Order):

Engberg Anderson, Inc.

Sakellar, PLLC

NOTE: Information regarding this solicitation will be disclosed in accordance with A.R.S. § 34-603(H).

/s/ Ana Wilber, CASPP, CPPB

Ana Wilber

Contracts Commodities Officer

Date: May 13, 2016

This notice is in compliance with Pima County Procurement Code.

WV

PIMA COUNTY FACILITIES MANAGEMENT	
PROJECT:	ARCHITECTURAL AND ENGINEERING DESIGN SERVICES: FLOWING WELLS BRANCH LIBRARY ADDITION (XFWBLB)
CONSULTANT:	LINE AND SPACE, L.L.C. 627 EAST SPEEDWAY BOULEVARD TUCSON, ARIZONA, 85705
AMOUNT:	\$348,341.14
FUNDING:	LIBRARY DISTRICT FUND

CONTRACT

NO. CT-FM-16-344

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called COUNTY, and Line and Space, L.L.C., hereinafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Flowing Wells Branch Library Addition (XFWBLB); and

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT's representations in response to Pima County Solicitation No. 205603, CONSULTANT was determined to be the most qualified for this Project; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on June 7, 2016, and terminates on December 6, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" – SCOPE OF SERVICES** (9 pages) including **EXHIBIT "A-1" – CONCEPT PLAN** (1 page), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with **ARTICLE 5**.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

MH

ARTICLE 3 - DEFINITIONS

Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by COUNTY.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with **ARTICLE 5**.

Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.

Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in **EXHIBIT "B" – COMPENSATION SCHEDULE (61 pages)**.

Fee. Fee is the amount, independent of actual costs, that the CONSULTANT is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to CONSULTANT for both profit and unallowable costs. Efficient cost control will allow CONSULTANT to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.

Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.

Labor Rates. Labor rates are the actual cost of salary paid to employees of CONSULTANT and identified in EXHIBIT "B" – COMPENSATION SCHEDULE.

Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. CONSULTANT assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by CONSULTANT beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the CONSULTANT's fixed Fee.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT "B" – COMPENSATION SCHEDULE.

Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

ARTICLE 4 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of CONSULTANT's Direct Labor Costs, Indirect Costs and Other Direct Costs. CONSULTANT's fee will remain fixed and may be adjusted only as provided in **ARTICLE 5** and **ARTICLE 6**.

CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such

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 (61 pages). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed **Three Hundred Forty Eight Thousand, Three Hundred Forty One Dollars, and Fourteen Cents (\$348,341.14)**.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under ARTICLE 25, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk. Additional Services identified in EXHIBIT "B" - COMPENSATION SCHEDULE, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, CONSULTANT will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT "B" - COMPENSATION SCHEDULE. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly billable rates shown in EXHIBIT "B" - COMPENSATION SCHEDULE will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to EXHIBIT "A" - SCOPE OF SERVICES by written amendment at any time.

COUNTY has ten (10) calendar days from the date of invoice to notify CONSULTANT of any invoicing discrepancies. COUNTY and CONSULTANT will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by COUNTY.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. COUNTY and CONSULTANT have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

- B. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
1. A delay in the work attributable to a failure by COUNTY to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any delay in the work attributable to a failure by CONSULTANT to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by CONSULTANT to adhere to its schedule expectations, CONSULTANT will provide a recovery plan to COUNTY within five (5) days of COUNTY's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for CONSULTANT to make more than two (2) submissions of plans or documents for approval is a failure by CONSULTANT to adhere to its schedule commitments. CONSULTANT's work associated with additional reviews is non-compensable.
 3. A delay in the work attributable to any other cause that differs materially from the expectations of the Parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
 4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE.

If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to COUNTY. With the agreement of the Parties, COUNTY may reallocate the cost savings to other tasks in EXHIBIT "A" - SCOPE OF SERVICES and EXHIBIT "B" – COMPENSATION SCHEDULE as follows:

- A. Reallocation between subtasks in EXHIBIT "A" - SCOPE OF SERVICES under any one of the major task categories in EXHIBIT "B" – COMPENSATION SCHEDULE may be made between the COUNTY's department representative and the CONSULTANT's project manager by written agreement.
- B. County's Procurement Director may make a reallocation among the major tasks in EXHIBIT "B" – COMPENSATION SCHEDULE by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- C. The Board of Supervisors may make any reallocation or adjustment in EXHIBIT "A" - SCOPE OF SERVICES or EXHIBIT "B" – COMPENSATION SCHEDULE that increases the total contract amount through a Contract Amendment.

Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

ARTICLE 7 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

7.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 7.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended

discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

7.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-791-6508.

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 7.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees

or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY its agents, employees or indemnities.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 12 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – SUBCONSULTANT

CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in

this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – NON-ASSIGNMENT

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any subconsultants**. During the performance of this contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 - 1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 - 3. Refusal or failure to remedy defective or deficient work within a reasonable time;

4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT's performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
2. CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

ARTICLE 20 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 21 – NOTICES

Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

*Lisa Josker, Director
Facilities Management
150 West Congress Street
Tucson, AZ 85701
Tel: 520-724-3106
Fax: 520-724-3900*

CONSULTANT:

*Henry Tom, AIA, NCARB
Line and Space, Inc.
627 East Speedway Boulevard
Tucson, Arizona, 85705
Tel: 520-623-1313
Fax: 520-623-1303*

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 205603, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 25 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 26 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between the Parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

ARTICLE 29 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10)

business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each subconsultant who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT's books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT's approved construction or critical milestones schedule, such period of delay is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

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ARTICLE 31 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

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

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors and Pima County
Library District Board

Date

Signature

Name and Title (Please Print)

ATTEST:

Date

Clerk of the Board and Pima County Library
District Board

APPROVED AS TO FORM:

Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

Date

EXHIBIT "A" SCOPE OF SERVICES (9 Pages)

A. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

1. General Provisions:

The Scope of Professional Services shall include all professional services required to design and construct the Project.

All work shall be performed by persons licensed in the State of Arizona for the type of Professional Services required, or by persons under direct supervision of the licensed Professional, for which the Licensed Professional(s) assumes responsibility. The names of the licensed Professional(s) shall be supplied. They shall be responsible for the drawings and specifications pertaining to the Professional Services they provide, by sealing and signing all drawings and specifications for which they are responsible.

The COUNTY lacks the available expertise for the Project, and has therefore, by this Agreement, employed the CONSULTANT. Written approval of plans, specifications, and reports by the Board of Supervisors is only for conformance with the program design concept of the Project. This approval does not imply approval of nor attest to the accuracy, suitability, or completeness of the design, drawings, dimensions, details, proper selection of materials, nor compliance with applicable codes or ordinances. Such accuracy, suitability, or completeness is the sole responsibility of the CONSULTANT for the Project.

If a responsive construction bid proposal for construction of the Project is not received for an amount within the construction budget, the CONSULTANT shall, in consultation with the COUNTY, revise the scope and/or quality of the project to obtain a satisfactory proposal to construct the project in accordance with A.R.S. 34-104, at no additional cost to the COUNTY, unless otherwise agreed upon by the COUNTY.

The CONSULTANT shall prepare minutes of all meetings in the design phase between the COUNTY, and the CONSULTANT, for review and approval by the COUNTY.

During the design phase of the project the CONSULTANT shall prepare a Master Project Schedule to encompass the entire project including the construction phase for review and approval by the COUNTY. The CONSULTANT shall develop the baseline project schedule in Microsoft Project 2007 format or newer. The CONSULTANT shall then be responsible to maintain and update the schedule on a monthly basis until construction begins. Along with the schedule the CONSULTANT shall provide progress reports to the COUNTY's project manager on a bi-monthly basis throughout the Pre-Design and Design Services. The CONSULTANT shall submit each schedule revision to the COUNTY for review and approval.

2. Project Narrative:

The existing Flowing Wells Branch Library opened in July of 2008 in a new starter 5,000 square foot building. The current building accommodates a collection of 13,000 books, CD's and DVD's. The library collaborates closely with the Ellie Towne Flowing Wells Community Center across the street for meeting room and computer lab space. The existing building was constructed initially with expanded vehicular parking for a future phase in mind.

This project is to design and construct up to a 10,000 square foot addition onto the existing 5,000 square foot Flowing Wells Branch Library. The addition will be designed to accommodate up to a 40,000 item collection, a meeting / story telling room, expanded children's / teen areas, small study rooms, computer commons, storage space and staff restrooms. It is anticipated that an additional 8 to 10 parking spaces can be accommodated on site.

Constructing the new library addition will provide all the necessary amenities to make it a full service branch library. The need is great to expand the Library in its existing location so that library patrons do not have to cross a busy city street to access the Community Center, thus improving accessibility and safety.

The County's Project Team will consist of representatives from Pima County Facilities Management and Pima County Library Administration. All required design review presentations shall be made to Pima County Facilities Management prior to presenting to the entire Project Team.

3. Architectural & Engineering Services

Design services for this project shall consist of Pre-design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration as described further in the Design Services Detail section below.

Professional services for this project are to consist of the following and as described below:

- Existing Conditions Survey
- Programming
- Schematic Design
- Design Development
- Construction Documentation:
 - 50% CD Review Documents
 - 90% CD Review Documents
 - Permit/Bid documents
- Bidding and Negotiation
- Construction Administration
- Record Drawings

The CONSULTANT shall also provide any and all presentation materials, which may include the following: presentation boards, color and material finish boards, Power Point presentations etc. Provide separate line items in the fee proposal.

These Design services shall include (not limited to) the following as required:

- Architectural Services
- Civil Engineering
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Delegated Design
- Fire Alarm Engineering
- Electrical Engineering
- Building and room identification signage
- Cost Estimating at Schematic Design, Design Development, 50% and 90% CD's and Bid phase.
- ADA Compliance

Interior design and furniture and equipment design services will be supplied by Pima County Facilities Management and coordinated with the architect for inclusion into the construction documents. This includes finish material and color selections. Finish material specifications shall be provided by the CONSULTANT.

4. Estimated Budget & Cost Control

The total project budget shall not exceed **\$3,200,000**, which includes approximately \$2,250,000 available for construction by the General Contractor. The construction delivery method is Design-Bid-Build.

The CONSULTANT is responsible to maintain the project's design within the construction budget. The cost estimator needs to be well aware of construction costs with the southern Arizona market. A professional estimator, who is not an employee of the CONSULTANT's firm, and is independent from the CONSULTANT's other sub-consultants, shall prepare cost estimates. If necessary the CONSULTANT and his cost estimator shall recommend value-engineering items, scope changes, and add alternates for COUNTY review and approval. If changes need to occur to the design documents in order to get the design within budget, including new cost estimate/s, this work shall be at no expense to the COUNTY.

5. Project Schedule:

- a. Design through Construction Documents – Eight Months
- b. Permits and Bidding – Three Months
- c. Construction – Twelve Months

The master project schedule shall be developed in association between the CONSULTANT, COUNTY and Project Team.

6. Pre-Design Services Detail:

- a. Existing Conditions Survey:

The CONSULTANT shall visit the project site and field measure and photograph existing conditions. The CONSULTANT shall provide to the COUNTY's Project Manager AutoCAD drawings (2010, or newer, format) of the existing conditions following the Pima County Facilities Management Design Standards. Drawings shall include a site plan indicating existing buildings, hardscape, landscaping, lighting, utilities and any special features, subject to demolition and/or relocation. The COUNTY shall provide all available documentation of the original construction and floor plans as available.

- b. Programming:

At the award of this contract, the CONSULTANT shall meet with the project partners to verify the program and the functional needs of the new space. Any previously developed building program will be given to the consultant at the time of award. (See Concept Plan prepared by the County attached in **Exhibit A-1**)

7. Design Services Detail:

- a. Applicable Codes and Regulations:

The CONSULTANT shall provide construction documents and assist the COUNTY with obtaining a building permit with Pima County Development Services.

The CONSULTANT shall assist the COUNTY with submission to the Arizona State Fire Marshal for permit as applicable.

b. Schematic Design Phase:

Upon the COUNTY written approval of the Project Program, the CONSULTANT shall proceed to the Schematic Design Phase of the Project, which consists of drawings, outline specifications, calculations and other documents, which establish the general, scope, conceptual design, scale and relationships between components, and any other preliminary concern specific to the Project. Documentation for the Schematic Design Phase shall be prepared in sufficient detail and technical calculation necessary to proceed to the Design Development Phase of the Project.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one week after the submission of the Schematic Design Documents, the CONSULTANT shall submit to the COUNTY, a Statement of Probable Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. Approval of the Schematic Design Phase by the COUNTY is necessary before proceeding on to the Design Development Phase of the Project.

c. Design Development Phase:

The CONSULTANT shall proceed with the Design Development Documents, only on written approval by the COUNTY. This Phase consists of drawings and other documents necessary to describe the size and character of the entire Project as to architectural, structural, mechanical, plumbing and electrical systems, materials, and such other disciplines and essentials as may be appropriate. Design Development Documents shall be submitted to the COUNTY for review and approval.

The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project team and the CONSULTANT's team. The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one week of the submission of the Design Development Documents, the CONSULTANT shall submit an Estimate of Construction Cost. Provide hard copies and a copy in electronic PDF format to the COUNTY, with itemized costs for materials and labor for each portion of the construction. The CONSULTANT must receive from the COUNTY written approval of the Design Development documents before proceeding to the Construction Document phase.

d. Construction Documents Phases (50% and 90% Completion):

The CONSULTANT shall prepare from the approved Design Development Documents, 50% and 90% completed Construction Documents, including Drawings and Specifications (50% & 90% level for all disciplines), setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The COUNTY's Project Manager will supply these Instructions and Conditions to the CONSULTANT.

The CONSULTANT and/or sub-consultants shall meet with local and State Agencies to review and verify architectural and engineering documents. This includes, however is not limited to, consultation with Pima County Development Services, Arizona Office of State Fire Marshal, and other agencies and utility service providers as applicable. The CONSULTANT shall conduct an in-house quality review session with the design team prior to submission to the COUNTY. A document review session will be held with the COUNTY, Project Team and the CONSULTANT's team.

The submittal shall consist of PDF and AutoCad formats with specific details of the submittal, in terms of numbers and sizes of copies, as determined by the COUNTY prior to the submittal. The CONSULTANT shall prepare and submit a written response to each of the COUNTY's review comments at this time.

Within one (1) week of each submission of the Construction Documents, the CONSULTANT shall submit a revised Estimate of Construction Cost. Provide itemized costs for materials and labor for each portion of the construction.

The CONSULTANT must receive from the COUNTY written approval of each Construction Documents Phase before proceeding to the next Construction Document Phase.

e. Construction Documents Phases (100% Completion):

The CONSULTANT shall develop from the 90% Construction Documents, the 100% Construction Document submission to be submitted by the COUNTY's Project Manager for obtaining the building permits and beginning the procurement process to obtain a General Contractor and furniture procurement. This submission includes drawings and full specifications, calculations and product cut sheets, setting forth in detail the requirements for the construction of the entire Project, including coordination of the various applicable disciplines such as utilities, and shall be familiar with the standard Pima County Bidding Instructions and the General Conditions of the Contract. The CONSULTANT shall conduct an in-house quality review session prior to submission to the COUNTY.

At the time of submission for building permit, the CONSULTANT shall coordinate with the COUNTY Project Manager what is required to be delivered to the permit authorities.

The CONSULTANT shall provide the COUNTY with all required documentation for submittal for the Construction Permit, or any other permits, or review processes required by said governmental authorities. These documents shall include completed permit applications, checklists, CONSULTANT Consent Form, plans, specifications, special inspection certificates (if necessary) and calculations. The COUNTY will submit these documents to Development Services and other agencies for permit review.

The CONSULTANT must receive from the COUNTY's Project Manager's written approval of the Completed Construction Documents before proceeding to the next phase. Upon approval of the submittal, CONSULTANT shall make any required changes during the Bidding Phase by Addendum/Addenda.

f. Bidding Phase:

The CONSULTANT shall assist the COUNTY in answering any questions that may arise from bidders pertaining to the Construction Document. Should Addenda become necessary, the CONSULTANT shall prepare and distribute same with direction provided by the COUNTY's Project Manager. The CONSULTANT will assist in the review of bids to help determine the most advantageous bid to the COUNTY and for recommending that bid for award by the Pima County Board of Supervisors.

A Pre-Submittal Conference shall be part of the Bidding Documents Phase, and CONSULTANT shall attend this conference, to which all potential bidders shall be invited.

g. Construction Administration Phase of the Construction Contract:

Whenever the term "Contract" is used herein, it shall mean the Construction Contract awarded by the Board of Supervisors of Pima County, Arizona, and as the same may hereinafter be amended with approval of both parties after review by the CONSULTANT.

The term "Contractor" as used herein shall mean the party entering into a contract with COUNTY for the construction of the Project defined by the Construction Documents.

CONSULTANT's Construction Administration Phase shall commence with the notice-to-proceed to the General Contractor and will terminate Sixty (60) days following issuing of the Certificate of Substantial Completion. CONSULTANT's Construction Administration Services, beyond the completion time period specified above, unless due to the neglect of the CONSULTANT shall require specific written approval by the COUNTY by written amendment to this agreement.

The CONSULTANT shall provide administration of the Construction Contract as set forth in the Construction Contract and General Conditions of the Owner-Contractor Construction Contract. The extent of the CONSULTANT duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without the written consent of the CONSULTANT, and that of the COUNTY.

The CONSULTANT, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the COUNTY. All of the COUNTY instructions to the Contractor shall be issued through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the COUNTY to the extent provided in this Agreement, the Construction Contract, and the General Conditions, unless otherwise modified in writing.

The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

The CONSULTANT shall make sufficient visits to the site so as to ascertain the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. SUB-CONSULTANTS to the CONSULTANT shall also furnish periodic written records of their inspection of the Work, which shall be submitted to the COUNTY, through the CONSULTANT, for the COUNTY files.

The CONSULTANT shall chair a weekly construction meeting on site with Contractor and the COUNTY and provide written minutes of the meetings to all attendees.

The CONSULTANT shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work, nor shall he be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; for the acts or omissions of the Contractor, or Subcontractors agents or employees.

However, the CONSULTANT shall immediately notify the COUNTY if the Contractor is failing to carry out the work in accordance with the Contract Documents, and shall immediately notify the Contractor of work not in compliance with the Contract Documents. The CONSULTANT shall prepare a list of critical construction inspection times and items to be inspected, and said schedule shall be made part of the successful Contractor's required performance.

Notwithstanding any provisions of previous paragraphs, and based on such observations at the site and on the Contractor's Applications for Payment, the CONSULTANT shall determine the amount owing to the Contractor and certify the payment of such amounts on the Contractor's Applications for Payment (AIA Form G-702).

The Certification of the Application for Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's observations of the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion; to the results of any subsequent tests required by the Contract Documents; to minor deviations from the Contract Documents correctable prior to completion; and to the specific qualifications stated in the Certificate for Payment) and that the Contractor is entitled to payment in the amount certified. When the Contractor has made proper application therefore, the CONSULTANT shall forward the certified Application for Payment to the COUNTY.

The CONSULTANT may decline to approve an Application for Payment and may withhold the Application in whole or in part, if in the CONSULTANT's opinion he is unable to make representations to COUNTY as provided in the above paragraph. The CONSULTANT may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

Defective work not remedied, or;

Claims filed, or reasonable evidence indicating probable filing of claims, or;

Failure of the Contractor to make payments to sub-contractors for labor, materials or equipment, or;

Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum, or;

Damage to another contract, or;

Reasonable indication that the Work will not be completed within the Contract Time, or;

Unsatisfactory execution of the Work by the Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The CONSULTANT may, on request, and at his discretion, furnish to any sub-contractor, if practicable, information regarding percentages of completion certified by the Contractor on account of Work done by such sub-contractors.

The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Contract Documents and of the performance there under by both the COUNTY and Contractor. The CONSULTANT shall recommend decisions on all claims from the COUNTY or Contractor relating to the execution and progress of the work on all other matters or questions related thereto.

CONSULTANT shall provide, as part of his Construction Administration services, Special Inspections if the Construction Documents, laws, ordinances, etc., of any public authority require any work to be specifically tested or approved, or if the CONSULTANT deems such testing or approval necessary, he shall make inspections of the Work and materials after notice from the Contractor of its readiness for inspection. Inspection by the CONSULTANT shall be promptly made and where practicable at the source of supply.

The CONSULTANT shall have the authority to reject Work, which does not conform to the Contract Documents, and to require, if in his opinion necessary, special inspection or testing of any Work at any stage of progress. The CONSULTANT shall also notify the COUNTY of the necessity to require the Contractor to stop the Work whenever, in his opinion, it may be necessary for the proper performance of the Contract. The COUNTY, when necessary, shall issue the order to stop the Work.

The CONSULTANT shall review and approve shop drawings, samples, and other submissions of the Contractor with reasonable promptness. The CONSULTANT shall furnish any requested additional instructions in writing, by means of drawings, or otherwise, necessary for the proper execution of the Work. All such instructions or drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The CONSULTANT shall make minor changes in the Work not involving extra cost, delay, or claim of any kind against the COUNTY and/or Contractor, and not inconsistent with the purposes of the Project. Otherwise, except in an emergency endangering life or property, the CONSULTANT shall prepare and process no extra work or change except by WRITTEN approval and Change Order signed by the COUNTY. The CONSULTANT shall review and respond to said Change Orders as well as any Request for Proposals to the Contractor.

The CONSULTANT shall produce, and determine, the date of issuance of the Certificates of Substantial Completion and Final Completion shall receive written guarantees, waiver of liens, and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

At the conclusion of the Project, the CONSULTANT shall prepare a Record Drawing Package (electronic pdf and AutoCad as-built drawings) formatted per requirements of the COUNTY at the time of submission. In addition, key shop drawings are to be scanned and submitted to the owner as part of the closeout documents.

B. SCOPE OF SERVICES TO BE PROVIDED BY PIMA COUNTY

COUNTY shall provide the following items and services in support of the CONSULTANT'S work:

1. Cost of reproductions for all documents as listed in the Contract, which are used for meetings with COUNTY representatives, and as requested by the COUNTY's Project Manager. Reproduction costs which are used for coordination purposes between the CONSULTANT's team members will not be paid for by the COUNTY.
2. Cost of reproductions for all documents required for bidding and construction, shall be with vendors having a purchase order with the COUNTY.
3. Cost of materials testing (as needed) based on Project requirements defined by CONSULTANT;
4. A Project Manager from Facilities Management assigned to work with the CONSULTANT.
5. Any information available regarding utilities and services, or any other project specific information as

required. This does not limit or negate the requirement of the CONSULTANT to verify the field conditions;

6. Any reports and/or mitigation regarding the presence of hazardous materials on the property. In the event that hazardous materials are encountered, the COUNTY will contract directly with Abatement Consultants and Contractors for remediation, should that be necessary;
7. Assistance with establishment of CAD files and formats as defined in the attached Facilities Management Department CAD Standards;
8. Any building Materials and Finishes Standards desired by the COUNTY;
9. Apply for and pay building permit fees to include Pima County Wastewater fees.
10. Interior design and furniture and equipment design services will be supplied by Pima County Facilities Management.
11. Consultation with Pima County officials as required.

C. SERVICE CRITERIA

1. The CONSULTANT shall be required, during the course of this Contract, to follow the normal work procedures and criteria listed below:
 - a. Meet with the COUNTY's Project Manager and others concerned with the project to refine the Scope of Work.
 - b. The CONSULTANT shall be responsible for the completeness and accuracy of all services rendered under this Contract.

End of Exhibit "A" Scope of Services

EXHIBIT "A-1" CONCEPT PLAN (1 Page)



End of Exhibit "A-1" Concept Plan

EXHIBIT "B" COMPENSATION SCHEDULE (61 Pages)

1. *COST PLUS FIXED FEE SCHEDULE OF PAYMENTS*

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. *COMPENSATION DETAILS*

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), CONSULTANT notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, COUNTY will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to CONSULTANT prior to their full completion and acceptance by COUNTY. In such cases, at the sole discretion of COUNTY, COUNTY may authorize interim progress payments to CONSULTANT. The invoice from CONSULTANT will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the consultant or co-consultants level of effort cost estimate agreed to by the County excluding sub-consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering sub-consultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. Design Contingency

For any Design Contingency, CONSULTANT shall obtain COUNTY prior approval for use of the Design Contingency for increase in design services that could not have been reasonably anticipated. COUNTY has the authority to reject any use of the Design Contingency if the COUNTY believes, in its reasonable judgment, that some or all of the amounts included in the use of the Design Contingency is not a legitimate Contract expense. COUNTY will pay the actual invoiced cost of the items included in the Design Contingency at the established rates in the Contract. In the event the Design Contingency is unused at the end of the project, will be allocated to the COUNTY and shall not be payable to the CONSULTANT. In no event shall CONSULTANT proceed with use of the Design Contingency without written COUNTY approval.

F. COST ITEMS

1. Hourly Billing

- a. Hourly Billing Rates
 - Actual Payroll Rates within published industry standards
 - Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract
 - Hourly fee schedules for various position titles are not allowed
 - b. Annual Salaried Professionals
 - Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
 - Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates
 - c. Allowable Annual Increases
 - Reasonable annual salary increases within published industry standards will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
 - d. Sub consultants

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
 - e. Vacation/Holidays
 - Included in firm's audited multiplier
 - f. Sick Time
 - Included in firm's audited multiplier
 - g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
2. Multipliers
 - a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
 - d. County will consider annual audited multipliers or fixed multipliers for the contract period

3. Travel Time

- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
- b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
- c. Local Travel between meetings and job sites
 - Allowed

4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local
 - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/ Phone/Internal Delivery Charges/Normal Postage/ Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
- g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing

5. Unallowable Costs

- a. Bonus
 - Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs

- Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
 - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

G. INVOICING

CONSULTANT will submit invoices monthly, at the Monthly Progress Meeting, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. (Acceptance of the invoice at this meeting is not mandatory. The Project Manager may delay approval for up to five (5) work days to review the Progress Report and invoice.). The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

(The remainder of this page is intentionally left blank)



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85706
520.623.1313
520.623.1303 fax
henryt@lineandspace.com

April 27, 2016

Ana Wilber, Commodity Contracts Officer
Pima County Procurement Department
Design and Construction Division
130 West Congress Street
Tucson, Arizona 85701

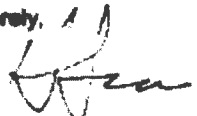
RE: Fee Proposal Flowing Wells Branch Library Addition

Dear Ms. Wilber:

Enclosed is our fee proposal for the Flowing Wells Branch Library Addition Project. Our fee is based on our understanding of the project and the Scope of Professional Services Required dated April 18, 2016

The following pages outline our fee and effort for programming through construction administration.

Please call if you have any questions.

Sincerely, 
Henry Tom, AIA, NCARB
Principal

An American Institute of Architects Western Mountain Region Firm of the Year



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
studio627@lineandspace.com

April 27, 2016

Ana Wilber, Commodity Contracts Officer
Pima County Procurement Department
Design and Construction Division
130 West Congress Street
Tucson, Arizona 85701

RE: Fee Proposal Flowing Wells Branch Library Addition

Dear Ms. Wilber:

Per your request, we are enclosing our fee estimate summary sheets for your review and approval. Our overhead listed in our hourly rate is 1.65%. The overhead rate for Line and Space is the same rate that have been approved and used in our contracts with the City of Tucson, US Department of the Interior Bureau of Land Management, US General Services Administration and Pima County.

Please don't hesitate to call if you have any questions.

Sincerely,


Henry Tom, AIA, NCARB
Principal

An American Institute of Architects Western Mountain Region Firm of the Year



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
henryt@lineandspace.com

May 5, 2016

Ana Wilber, Commodity Contracts Officer
Pima County Procurement Department
Design and Construction Division
130 West Congress Street
Tucson, Arizona 85701

RE: Revised Fee Proposal Flowing Wells Branch Library Addition

Dear Ms. Wilber:

Enclosed is our revised fee proposal for the Flowing Wells Branch Library Addition Project. Our fee is based on our understanding of the project and the Scope of Professional Services Required dated April 18, 2016.

We would like to propose the following project schedule for discussion:

Task	Duration
Programming	1 month
Schematic Design	2 months
Design Development	4 months
Contract Documents	5 months
Permits and Bidding	3 Months
Construction	12 Months

Please call if you have any questions.

Sincerely,

Henry Tom, AIA, NCARB
Principal

An American Institute of Architects Western Mountain Region Firm of the Year

Pima County Flowing Wells Branch Library Addition

Fee Summary per Discipline

Line and Space, LLC

Line and Space, LLC

4/27/2016 Revised 5/6/16

Cost Summary

		L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGann	Turner	KW	M3	RLB				
Basic Services	Total Fee for Phase	Total	Profit/Fee @ 4%	Profit/Fee @ 4%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	Cost Est.				
Conceptual and Schematic Design	\$44,026.15	\$27,963.91	\$1,051.62	\$641.69	\$26,299.60	\$16,042.24	\$2,080.00	\$2,200.00	\$2,170.00	\$1,845.00	\$3,247.00	\$4,886.24	\$0.00	\$0.00	\$0.00	\$0.00
Design Development	\$53,406.95	\$27,824.79	\$1,022.82	\$1,031.37	\$25,579.60	\$25,784.16	\$4,280.00	\$2,400.00	\$4,380.00	\$4,801.00	\$4,005.00	\$5,928.16	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents	\$111,485.20	\$66,942.34	\$2,106.18	\$2,181.71	\$52,854.45	\$54,542.86	\$6,282.50	\$5,125.00	\$13,380.00	\$13,402.00	\$6,450.00	\$9,903.36	\$0.00	\$0.00	\$0.00	\$0.00
Bidding	\$6,556.04	\$4,671.04	\$172.14	\$195.40	\$4,303.59	\$4,885.00	\$1,210.00	\$0.00	\$2,860.00	\$0.00	\$625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Administration	\$66,295.31	\$50,578.31	\$1,821.19	\$627.46	\$48,026.64	\$15,687.00	\$1,420.00	\$2,500.00	\$4,615.00	\$4,802.00	\$2,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee for Services	\$284,741.65	\$167,800.39	\$6,273.95	\$4,677.66	\$156,848.79	\$116,941.26	\$15,292.50	\$12,225.00	\$27,375.00	\$24,450.00	\$17,077.00	\$20,521.76	\$0.00	\$0.00	\$0.00	\$0.00

		L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGann	Turner	KW	M3	RLB				
Supplemental Services	Total Fee for Phase	Total	Profit/Fee @ 4%	Profit/Fee @ 4%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	Cost Est.				
Existing Conditions Survey	\$10,461.12	\$6,056.12	\$226.10	\$177.40	\$5,852.62	\$4,435.00	\$1,740.00	\$325.00	\$0.00	\$1,580.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Programming	\$21,026.36	\$21,026.36	\$806.78	\$0.00	\$20,219.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Schematic/Presentation Model	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Survey/ Soils Investigation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Structural Special Inspections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee for Services	\$31,519.49	\$27,084.49	\$1,034.89	\$177.40	\$25,872.20	\$4,435.00	\$1,740.00	\$325.00	\$0.00	\$1,580.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

		L and S	L and S	Consultant	L and S	Subtotal	Presidio	McGann	Turner	KW	M3	RLB				
Expenses	Total Expenses for Phase	Total	Profit/Fee @ 4%	Profit/Fee @ 0%	Architects	Consultants	Civil	Landscape	Structural	Mechanical	Electrical	Cost Est.				
Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Conceptual and Schematic Design	\$520.00	\$520.00	\$20.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development	\$520.00	\$520.00	\$20.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents	\$520.00	\$520.00	\$20.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding	\$280.00	\$280.00	\$10.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Administration	\$280.00	\$280.00	\$10.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$2,080.00	\$2,080.00	\$80.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Services and Expenses Each Discipline		\$198,984.88	\$7,368.84	\$4,855.05	\$184,720.99	\$121,376.26	\$17,032.50	\$12,550.00	\$27,375.00	\$26,010.00	\$17,887.00	\$20,521.76	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee Services and Expenses	\$318,341.14															
Design Contingency	\$30,000.00															
TOTAL	\$348,341.14															

Line and Space, LLC

Line and Space, LLC
4/21/2018

Total Direct Labor

Air		Hotel		Food		Rental Car		Materials		Supplies/Other		TOTAL			
travellers	cost	rooms	nights	cost/night	Total	per person	days	cost/day	Total	Cars	days	cost/day	Total	TOTAL	
0	\$100.00	\$0.00	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$00.00	\$0	\$100.00	\$200.00
0	\$150.00	\$0.00	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$00.00	\$0	\$150.00	\$200.00

Pima County Flowing Wells Branch Library Addition
Conceptual Design and Schematic Design

Line and Space, LLC
4/20/2016

Line and Space, LLC

	Hours	Principal-III	Principal-II	Principal-I	P Arch. III	P Arch. II	P Arch. I	Staff Arch. III	Staff Arch. II	Staff III	Staff II	Staff I	Spec Writer	Student Intern II
2 Conceptual Design														
Phase coordination - Scheduling, develop strategy and work for	2	1		1										
Phase Project Scheduling	0													
Coordination of engineering consultants	2			2										
Design meetings with engineering consultants	4			4										
Quality control - checking of consultants work	2			2										
Project research and design project information	4			2							2			
Concept designs	32	24		8										
Concept presentation drawings	8	4		3							2			
Conceptual budget statements	0													
Quality Control activities	0													
Prepare Conceptual Progress presentation	3	1		1							1			
Conceptual progress meeting	4	2		2										
Document Conceptual Progress Meeting - Distribution	4			4										
	0													
Staff Hours	65	32	1	26	5	0	0	0	0	0	0	0	0	0
Rate		\$148.00	\$144.00	\$128.14	\$124.18	\$119.20	\$114.01	\$105.88	\$97.72	\$75.29	\$66.16	\$57.82	\$114.01	\$40.72
Total Direct Labor		\$4,708.80	\$0.00	\$3,614.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$398.76	\$0.00	\$0.00	\$0.00

	Air			Hotel			Food			Rental Car			Materials			Repro/Printing/Phone LD	TOTAL
	travellers	cost	Total	rooms	nights	cost/night	Total	persons	days	cost/day	Total	Cars	days	cost/day	Total	Total	Total
Final Concept Printing	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$40.00	\$0.00	\$400.00	\$400.00
Written Material Printing (20 Copies)	0	\$480.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$40.00	\$0.00	\$200.00	\$200.00
Misc. Coordination, Meeting Materials and Misc. meetings for Phase	0	\$180.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$40.00	\$0.00	\$200.00	\$400.00
Conceptual Design Support Expenses - Internal to LS																	\$1,800.00
Conceptual Design Support Expenses	0	\$600.00	\$0.00	0	0	\$200.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$40.00	\$0.00	\$0.00	\$0.00

Pima County Flowing Wells Branch Library Addition
Conceptual Design and Schematic Design

Line and Space, LLC
4/25/2016

Line and Space, LLC

	Hours	Principal-III	Principal-II	Principal-I	P Arch. III	P Arch. II	P Arch. I	Staff Arch. III	Staff Arch. II	Staff Arch. I	Staff II	Staff I	Staff I	Spec. Writer	Student Intern II
3 Schematic Design															
Phase coordination - scheduling, develop strategy and work list	2	1		1											
Phase Project Scheduling	0														
Coordination of engineering consultants	3			2											
Design meeting with engineering consultants	26			4								4			
Quality control - checking of consultant work	2			2											
Project research and obtain project information	2			1								1			
Schematic design	46	40		6											
Schematic Study Models	22											2			20
Schematic Final Presentation Model	0														
Schematic presentation drawings	14	8										8			
Schematic revisions (outline phase)	4			4											
Schematic Opinion of Probable Cost (coordination only)	2			2											
Quality Control submittals	1			1											
Final Schematic phase progress Preparation	2	1		1											
Final Schematic phase progress Meeting	6	2		2								2			
Final Schematic Document Progress Meeting + Distribution	4			4											
Presentation Model	0			0		0		0	0	0	0	0		0	20
Staff Hours	118	50	0	32	0	0	0	0	0	0	11	0	0	0	20
Rate		\$146.00	\$144.00	\$128.14	\$124.16	\$119.20	\$114.01	\$103.88	\$97.72	\$73.29	\$65.15	\$27.00	\$114.01	\$0.00	\$40.72
Total Direct Labor		\$7,455.00	\$0.00	\$4,152.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$717.85	\$0.00	\$0.00	\$0.00	\$814.48

Total Direct Labor

	Air			Hotel			Food			Rental Car			Materials			Repro/Printing/Phone LD		
	travellers	cost	Total	rooms	nights	room/night	Total	per person	days	cost/day	Total	Cars	days	cost/day	Total	Total	Total	
Consultant Printing and Internal Progress and Coordination Printing	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$50.00	\$0	\$0.00	\$200.00	
Schematic Printing	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$50.00	\$0	\$0.00	\$150.00	
30% Schematic Progress	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$50.00	\$0	\$0.00	\$150.00	
Final Schematic	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	2	\$50.00	\$0	\$0.00	\$250.00	
Study Model Building Material	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$50.00	\$0	\$100.00	\$0.00	
Presentation Model Building Material + Base (no cover, white museum board board)-DELETE	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	2	\$50.00	\$0	\$0.00	\$0.00	
Meeting Materials and Misc. meetings	0	\$150.00	\$0.00	0	0	\$150.00	\$0.00	0	0	\$40.00	\$0.00	0	8	\$50.00	\$0	\$100.00	\$200.00	
Schematic Support Expenses - Internal to LS																	\$1,688.00	
	Air			Hotel			Food					Rental Car			Materials		Repro/Printing/Phone LD	
	travellers	cost	Total	rooms	nights	room/night	Total	per person	days	cost/day	Total	Cars	days	cost/day	Total	Total	Total	
Schematic Support Expenses	0	\$600.00	\$0.00	0	0	\$600.00	\$0.00	0	0	\$56.00	\$0.00	0	0	\$50.00	\$0	\$0.00	\$656.00	

Pima County Flowing Wells Branch Library Addition
Conceptual Design and Schematic Design

Line and Space, LLC
4/20/2016

Line and Space, LLC

4 SUMMARY

	Hours	Principal-I	Principal-II	Principal-III	P Arch III	P Arch II	P Arch I	Staff Arch II	Staff Arch I	Staff III	Staff I	Staff I	Intern	Clerical
Staff Hours	202	83	0	88	0	0	0	0	0	0	34	0	0	35
Rate		\$148.00	\$144.04	\$128.14	\$124.16	\$118.20	\$114.01	\$105.88	\$87.72	\$73.29	\$65.15	\$57.00	\$114.91	\$40.73
		\$12,387.00	\$0.00	\$8,394.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,215.10	\$0.00	\$0.00	\$814.40
Total Direct Labor														\$23,791.40
Total Support Expenses - Internal to LS														\$8,688.81
Total Support Expenses														\$8.88
Total														\$32,389.09

Pine County Flowing Wells Branch Library Addition
Design Development

Lee and Spore, LLC
4/21/2016

Lee and Spore, LLC

	HR	BC	JB	MA	MR	JA	JL	SC												
	Hours	Principal II	Principal I	Principal I	P Arch III	P Arch II	P Arch I	Staff Arch III	Staff Arch II	Staff II	Staff I	Staff I	Spec. Writer	Student Intern I						
1 Design Development																				
Phase coordinator - coordinating, developing strategy and work list	2	1		1																
Phase Project Scheduling	0																			
Phase Initial and Vision Consultation	2	1		1																
Coordination and Design with engineering consultants	0			0								4								
Design meetings with engineering consultants	0			0								4								
Quality control - checking of consultant work	2			2																
Project research and design project information	2			1								2								
DD - Code Check	20			1						24										
DD - Plans	50			5						20					30					
DD - Elevations	40			2						20					20					
DD - Sections	40			2						20					20					
DD - Typical Details	20			2						20										
DD - Final Material selections (materials and color boards)	10			2																10
DD - Equipment Layouts	10			2								4								
DD - Section Development	10			10																
Development of Preliminary Construction Cost - Construction Only	2			2																
Final DD Design Progress Preparation	4			2											2					
Final DD Design Progress Meeting	0	2		2											2					
Final DD Development Progress Meeting - Construction	2			2																
Staff Hours	206	4	0	80	0	0	0	140	0	80	0	80	0	114.01	0	0	0	0	14	
Rate	\$148.00	\$144.00	\$120.14	\$184.18	\$110.20	\$114.00	\$100.00	\$97.75	\$70.50	\$86.10	\$67.50	\$114.01	\$40.72	\$40.72	\$67.50	\$114.01	\$40.72	\$40.72	\$67.50	\$40.72
	\$304.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,420.00	\$0.00	\$5,735.00	\$0.00	\$5,735.00	\$0.00	\$5,735.00	\$0.00	\$5,735.00	\$0.00	\$5,735.00	\$0.00	\$5,735.00
Total Direct Labor																				

Line and Space, LLC

Live and Space, LLC
4212378[illegible][illegible]

2 SUMMARY

	Hours	Principal-1	Principal-2	Principal-3	P Asst-1	P Asst-2	P Asst-3	Staff Asst-1	Staff Asst-2	Staff-1	Staff-2	Staff-3	Spec. Writer	Student Insigns
Staff Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate		\$140.00	\$200.00	\$135.14	\$125.10	\$110.39	\$114.01	\$100.00	\$87.70	\$73.80	\$65.15	\$57.00	\$114.75	\$48.75
		\$1,241.00	\$1,400.00	\$9,883.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,364.15	\$0.00	\$4,955.00	\$0.00
Total Direct Labor														\$98,004.00
Total Support Expenses - Indirect to L.S.														\$355.00
Total														\$98,359.00

Page 1

Bidding

Line and Space, LLC

4/21/2010

Line and Space, LLC

[illegible]

2 SUMMARY

[illegible]

Line and Space, LLC

421/2018

Total Direct Labor

Existing Conditions Support Expenses - Incurred to JLD

Hours	Principal-I	Principal-II	Principal-III	P Arch III	P Arch II	P Arch I	Staff Arch II	Staff Arch I	Staff III	Staff II	Staff I	Intern	Classical
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Total Direct Labor

Total Support Expenses - Internal to LBI

Total

Pima County Flowing Wells Branch Library Addition

Construction Administration

Line and Space, LLC

4/21/2016

Line and Space, LLC

	HR	BC	JB	SA	NR	JA	JL	EC	Staff	Spco. Writer	Student Intern II
	Hours	Principal-III	Principal-II	Principal-I	P Arch. II	P Arch. I	Staff Arch. II	Staff Arch. I	Staff II	Staff I	
1 Construction Administration											
Phase construction - Scheduling, develop strategy and work list	2	1		1							
CA - Submittal Services	120			40						80	
CA - Observation Services	90			90							
CA - Observation Reports	90			90							
CA - Supplemental Organization	20			5						15	
CA - Question Request/Change Orders	5			5							
CA - Interpretation and decisions	24			12						12	
CA - Project Closeout (Final Punch, Final and 100% Final)	24			10						12	
CA - Application for payment approval	10			1							
CA - Record drawings	25									24	
	0										
Staff Hours	436	1	0	200	0	0	0	0	0	124	0
Rate	\$148.00	\$144.00	\$129.14	\$124.50	\$119.20	\$114.01	\$108.86	\$97.72	\$73.29	\$65.15	\$40.72
Total Direct Labor	\$148.00	\$0.00	\$26,504.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,079.80	\$1,306.80	\$0.00
											\$48,823.84

	Air				Hotel				Food				Rental Car				Materials			Repro/Staffing/Phone LS	
	travelers	cost	Total	rooms	nights	cost/night	Total	persons	days	cost/day	Total	Cars	days	cost/day	Total		Total	Total		TOTAL	
Submittals	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$60.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$1,500.00		
Misc. Copies/printing	0	\$150.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$60.00	\$0.00	\$0.00	\$0.00	\$600.00	\$600.00		
Record drawings printing	0	\$150.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$40.00	\$0.00	0	0	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
CA Support Expenses - Internal to LS																		\$2.00	\$1,899.89		
	Air				Hotel				Food				Rental Car				Materials			Repro/Staffing/Phone LS	
	travelers	cost	Total	rooms	nights	cost/night	Total	persons	days	cost/day	Total	Cars	days	cost/day	Total		Total	Total		TOTAL	
CA Support Expenses		\$400.00	\$0.00			\$85.00	\$0.00			\$60.00	\$0.00			\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

2 SUMMARY

	Hours	Principal-I	Principal-II	Principal-III	P Arch. II	P Arch. I	Staff Arch. II	Staff Arch. I	Staff II	Staff I	Intern	Clapfoot
Staff Hours	436	1	0	200	0	0	0	0	0	124	0	0
Rate	\$148.00	\$144.00	\$129.14	\$124.50	\$119.20	\$114.01	\$108.86	\$97.72	\$73.29	\$65.15	\$40.72	\$0.00
Total Direct Labor	\$148.00	\$0.00	\$26,504.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,079.80	\$1,306.80	\$0.00	\$0.00
Total Support Expenses- Internal to LS												\$48,823.84
Total Support Expenses												\$1,899.89
Total												\$50,723.73

427072013
Lins and Specs, LLC

	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

2019

[illegible]

Stable, long-term relationships

Page 1

Pine County Flowing Wells Branch Library Addition
Project Initiation and Programming

Lee and Spence, LLC

Lee and Spence, LLC

	Hours	Principal-S	Principal-E	Principal-I	P Arch-S	P Arch-E	P Arch-I	Staff Arch-S	Staff Arch-E	Staff Arch-I	Staff S	Staff E	Staff I	Staff S	Staff E	Staff I	Staff S	Staff E	Staff I
3 Programming Document Production/Presentation																			
Production writing document	100			40									60						
Coordination with consultants - review documents with	0																		
Draft review meeting	4	2		2															
Review meeting and support	2			2															
Final document production	10			0									0						
Staff Hours	126	2	0	62	0	0	0	0	0	0	0	0	60	0	0	0	0	0	0
Rate		\$148.00		\$144.00		\$138.14		\$124.18		\$118.30		\$114.01		\$98.00		\$92.72		\$73.20	
		\$18,648.00		\$8,864.00		\$8,596.28		\$7,446.72		\$7,068.00		\$5,724.00		\$5,880.00		\$5,563.20		\$5,172.00	
Total Direct Labor																			\$114,643.48

	Air	Travel	Food	Hotel	Transportation	Utilities	Telephone	Postage	Printing	Supplies	Travel	Travel	Travel	Travel	Travel	Travel	Travel	Travel	Travel
Draft Document Production - allowance for office, only cost	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00
Draft Document Production - Assume 10 copies at \$20.00/copy	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00
Final Document Production - Assume 10 copies at \$20.00/copy	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00
Final Document Production - Misc. Reproduction	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00	0	0	\$100.00	\$0.00
Programming Document Production/Presentation Support Expenses - Internal to LS																			
																			\$1,700.00
TOTAL																			\$1,700.00

4 SUMMARY

	Hours	Principal-S	Principal-E	Principal-I	P Arch-S	P Arch-E	P Arch-I	Staff Arch-S	Staff Arch-E	Staff Arch-I	Staff S	Staff E	Staff I	Staff S	Staff E	Staff I	Staff S	Staff E	Staff I
Staff Hours	69	10	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rate		\$148.00		\$144.00		\$138.14		\$124.18		\$118.30		\$114.01		\$98.00		\$92.72		\$73.20	
		\$10,282.00		\$2,448.00		\$2,300.38		\$1,995.72		\$1,916.40		\$1,584.00		\$1,584.00		\$1,584.00		\$1,584.00	
Total Direct Labor																			\$10,282.00
Total Support Expenses - Internal to LS																			\$1,700.00
Total Support Expenses																			\$1,700.00
Total																			\$12,000.00



Presidio

190 S. STRATFORD DR., SUITE #105, TUCSON, ARIZONA 85716
(520) 795-7255 FAX (520) 795-6747

MEMORANDUM

TO: Henry Tom
Line and Space

FROM: John D. Wood, P.E., LEED-AP *John*

DATE: April 21, 2016

SUBJECT: Fee Estimates for
Flowing Wells Branch Library Addition

COPIES TO: Tanya Wellington, Presidio Engineering w/ attachment
File 116003-01-0010 w/ attachment

Per our Wednesday, April 20, 2016 phone conversation regarding the above project, final attached our fee estimates for the civil portion of the above project. Our fee estimates are based upon the scope of services as attached to Ann Wilber's April 18, 2016 memorandums to you.

Further, per our discussion, our fees are also based upon the following assumptions and a visit to the site.

- > The County will provide the following:
 - As-built existing site survey in AutoCAD 2007 (or more current) format.
 - As-built existing utilities and existing foundation plan in AutoCAD 2007 (or more current) format.
 - Previously approved development plan, improvements plans (grading, paving, drainage) including supporting drainage and geotechnical reports.
- > Since the project is an expansion of an existing site with a previously contemplated addition and prepared pad, it is anticipated that:
 - No public/private sewer, water and/or fire service line extensions, along with new fire hydrants, will be required.
 - The existing on-site stormwater detention/retention facilities do not need to be augmented and thus the preparation of a new drainage report will not be required. Rather, the preparation of a supporting drainage letter will be sufficient.
- > It is anticipated that site disturbance associated with construction activities for this addition will be under one acre and as the current site is fully stabilized along with the fact that future disturbance is not contemplated, a SWPPP will not be required to be prepared in support of the addition.

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- Civil deliverables will be:
 - Preliminary site plan.
 - Site Construction Permit (SI) plan set containing; site plan along with grading and paving plans.
 - Supporting drainage letter.
 - Type III sewerage allocation request.
- The following design, plans and other supporting documents are to be prepared by others, their work is not included in Presidio's fee:
 - Landscape/Irrigation/NPPO.
 - Dry utility design.
 - Construction cost estimates.
 - Updated geotechnical report.
 - Structural.
- All civil specifications will be called out on the Site Construction Permit (SI).

As this memo and its attachments is not an offer to provide services, let me know if the attached fee and assumptions are acceptable and we will prepare a formal agreement for your consideration.

Attachment

K:\PENGUOES\Jobs\016116003\Agreements\Agreements\ - Prelim\016003.2016.0421.docx



Presidio

ENGINEERING

190 E. Stratford Dr., Suite #105, Tucson, AZ 85716
(520) 795-7255 voice (520) 795-6747 fax

Flowing Wells Branch Library Addition - Civil Fee Estimates

Based upon assumptions and exclusions contained within the Presidio Engineering April 21, 2016 memorandum

Task	Labor Category	Hours	Rate	Total
A. Pre-Design Services, Civil (0100)				
	Principal	1	\$140.00	\$140.00
	Sr. Project Manager	1	\$125.00	\$125.00
	Sr. Civil Designer	9	\$95.00	\$855.00
	Sr. CADD Operator	4	\$80.00	\$320.00
	Administrator II	1	\$90.00	\$90.00
	Admin Asst.	2	\$55.00	\$110.00
	Sub-Total			\$1,640.00
	Direct Cost			\$100.00
Total Pre-Design Services (Civil)				\$1,740.00
Task	Labor Category	Hours	Rate	Total
B. Schematic Design Phase Services, Civil (0102)				
	Principal	1	\$140.00	\$140.00
	Sr. Project Manager	2	\$125.00	\$250.00
	Sr. Civil Designer	8	\$95.00	\$760.00
	Sr. CADD Operator	8	\$80.00	\$640.00
	Administrator II	1	\$90.00	\$90.00
	Admin Asst.	2	\$55.00	\$110.00
	Sub-Total			\$1,990.00
	Direct Cost			\$100.00
Total Schematic Design Phase Services (Civil)				\$2,090.00
Task	Labor Category	Hours	Rate	Total
C. Design Development Phase Services, Civil (0104)				
	Principal	1	\$140.00	\$140.00
	Sr. Project Manager	4	\$125.00	\$500.00
	Sr. Civil Designer	18	\$95.00	\$1,710.00
	Sr. CADD Operator	18	\$80.00	\$1,440.00
	Administrator II	2	\$90.00	\$180.00
	Admin Asst.	4	\$55.00	\$220.00
	Sub-Total			\$4,190.00
	Direct Cost			\$100.00
Total Design Development Phase Services (Civil)				\$4,290.00

Task	Labor Category	Hours	Rate	Total
D. Construction Document Phase Services, Civil (0500)				
	Principal	3	\$140.00	\$420.00
	Sr. Project Manager	8	\$125.00	\$1,000.00
	Sr. Civil Designer	22.5	\$95.00	\$2,137.50
	Sr. CADD Operator	26	\$80.00	\$2,080.00
	Administrator II	3	\$90.00	\$270.00
	Admin Asst.	5	\$55.00	\$275.00
	Sub-Total			\$6,182.50
	Direct Cost			\$100.00
	Total Construction Document Phase Services (Civil)			\$6,282.50
E. Bidding Phase Services, Civil (0501)				
	Principal	1	\$140.00	\$140.00
	Sr. Project Manager	1	\$125.00	\$125.00
	Sr. Civil Designer	4	\$95.00	\$380.00
	Sr. CADD Operator	4	\$80.00	\$320.00
	Administrator II	1	\$90.00	\$90.00
	Admin Asst.	1	\$55.00	\$55.00
	Sub-Total			\$1,110.00
	Direct Cost			\$100.00
	Total Bidding Phase Services (Civil)			\$1,210.00
F. Construction Admin Services, Civil (1300)				
	Principal	1	\$140.00	\$140.00
	Sr. Project Manager	2	\$125.00	\$250.00
	Sr. Civil Designer	6	\$95.00	\$570.00
	Sr. CADD Operator	2	\$80.00	\$160.00
	Administrator II	1	\$90.00	\$90.00
	Admin Asst.	2	\$55.00	\$110.00
	Sub-Total			\$1,320.00
	Direct Cost			\$100.00
	Total Construction Admin Services (Civil)			\$1,420.00
TOTAL COMBINED FEES				\$16,432.50
TOTAL COMBINED DIRECT COSTS				\$600.00
GRAND TOTAL FEES AND DIRECT COSTS				\$17,032.50

- Drawing showing proposed site grading, paving, drainage structures and related site development.
- Coordination with the Project Owner.
- Coordination with (other parties / agencies / neighborhood associations / etc. - as applicable).
- Coordination of submittals to reviewing agencies including payment of applicable fees.
- Acquisition of permits as may be required for construction of the proposed improvements.
- Payment of all applicable permit fees.
- Landscape and irrigation construction budget information, as applicable.

PROJECT SCHEDULE

All work outlined above will be completed in accordance with a schedule to be prepared jointly by the Landscape Architect and the Client.

FEES AND PAYMENT

McGann & Associates' fees for services identified above shall be as follows:

Task 1: Existing Conditions Survey	\$	325.00
Task 2: Programming (by client)	\$	0.00
Task 3: Schematic Design Submittal	\$	2,200.00
Task 4: Design Development Submittal	\$	2,400.00
Task 5: Construction Documents - 50% Submittal	\$	0.00
Task 6: Construction Documents - 90% Submittal	\$	3,600.00
Task 7: Construction Documents - Final Sealed Plans and Specifications	\$	1,625.00
Task 8: Bidding and Negotiations	\$	0.00
Task 9: Construction Administration	\$	2,000.00
Task 10: Record Drawings	\$	600.00

Total: \$ ~~14,950.00~~
 12,550.00

Invoices will be submitted monthly with invoiced amounts based on percentage of project completion.
 Payment shall be due within 30 days of receipt of invoice.

EXCLUSIONS

Specifically excluded from the Landscape Architect's scope of work are:

- Professional design services required by statute or regulation to be performed by other professionals such as electrical engineer, structural engineer, or geotechnical engineer.
- Special studies, investigations, reports, or documents not specifically identified herein.

ADDITIONAL SERVICES

McGann & Associates Inc. will provide project related services other than those identified above if requested in writing by the Client. Such services shall be considered Additional Services. McGann & Associates' fees for Additional Services shall be based on an amendment to this Agreement or on the firm's standard hourly rates ranging from \$45.00 to \$120.00 per hour. Expenses incurred in conjunction with the provision of Additional Services shall be reimbursed at cost.



McGann & Associates

Landscape Architects and Planners

6814 North Oracle Road, Suite 210, Tucson AZ 85704 Tel: 520-297-9540 Fax: 520-297-9545 www.mcgannland.com

April 20, 2016

Henry Tan, AIA
Line and Space Architects
687 East Speedway
Tucson, Arizona 85705

Re: Agreement between Landscape Architect and Client
Flooding White Library Expansion, Pima County, Arizona

Dear Henry,

McGann & Associates (the Landscape Architect) is pleased to submit this proposal for professional landscape architectural services related to the Flooding White Library Expansion project (the Project). The services to be provided to Line and Space (the Client) and the conditions of this proposal are as outlined herein. When signed and executed by both parties, this document shall serve as an Agreement between Landscape Architect and Client.

PROJECT DESCRIPTION

The landscape architectural component of this project involves the preparation of landscape and irrigation plans and specifications for the expansion of the Flooding White Library located at 1730 West Wetmore Road in Tucson, Arizona. The project work is being performed for Pima County (the Owner).

SERVICES TO BE PROVIDED BY MCGANN & ASSOCIATES INC.

McGann & Associates will provide landscape architectural services related to the project and will contribute to the completion of the following tasks.

- Existing Conditions Survey
- Schematic Design Submittal
- Design Development Submittal
- Construction Document - 90% Submittal
- Construction Document - 100% Submittal
- Construction Administration
- Record Drawings

The specific services to be provided shall be as outlined in Exhibit A (Scope of Services) of the Pima Agreement dated April 18, 2016 between Pima County and Line and Space, L.L.C.

INFORMATION AND SERVICES TO BE PROVIDED BY LINE AND SPACE ARCHITECTS

The Client shall provide the following information and services or shall be responsible for the acquisition of specified information and services from the Owner and/or other project consultants. All drawings shall be provided in digital (.dwg file) format.

- Drawing showing property lines, easements, and other boundaries impacting landscape development.
- Drawing showing existing site topography.
- Drawing showing the location of existing buildings, structures, utilities, and other site improvements.
- Drawing showing proposed new buildings, structures, utilities, and other site improvements.

Henry Tam
April 20, 2016
Page 3

ACCEPTANCE

Henry, please acknowledge your acceptance of this proposal, including Attachment A, by signing the attached copy and returning it to my attention at the address on the above letterhead. We look forward to working with you on this project.

Sincerely,

Donald K. McGarr
McGarr & Associates Inc.

Line and Space LLC.


By: _____
Authorized Signature

Signer's Name (Typed or Printed)

Title: _____

Date: _____

McGarr & Associates Inc.

By: 
Authorized Signature

Signer's Name (Typed or Printed)

Title: PRESIDENT

Date: 4/20/16