

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: April 15, 2014

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

Amendment # 7 contract # CT-FM-11046556-P, WSM Architects, Inc. Pima County Fleet Services New Fleet Services Facilities. This Amendment adds \$4,100.00 for additional design services requested by the County. Funding source: Fleet Services Department Funds. Administering Department: Facilities Management.

Effective Date: April 15, 2014  
Termination Date: September 30, 2014  
Original Contract Amount: \$909,728.00  
Previous Amendment(s): \$609,660.00  
Previous Contract Amount: \$1,519,388.00  
This Amount this Amendment: \$4,100.00  
Revised Contract Amount: \$1,523,488.00

CT-FM-11046556-P-07  
Effective: 04-15-2014  
Termination: 09-30-2014  
Amount: \$4,100.00  
Total: \$4,100.00  
Total: \$1,523,488.00  
Amex: NO  
Renewal: 06-01-2014  
Term: 09-30-2014

Project Manager: Lisa Josker, Facilities Management (724-3103)  
Contract Officer: Melissa Hala'ufia, (724-8586)  
Procurement Department

Vendor is using a Social Security Number: NO

Please return to Harry Lewis.

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

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

To: CUB- 4.2.14  
Agenda- 4.15.14  
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<b>PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT</b>		
<b>PROJECT:</b>	Pima County Fleet Services New Fleet Services Facilities	
<b>CONSULTANT:</b>	WSM Architects, Inc. 4330 N. Campbell Ave. #268 Tucson, AZ 85718	<b>CONTRACT</b>
<b>CONTRACT NO.:</b>	CT-FM-11046556-P	<b>NO.</b> <u>CT-FM-11046556-P</u>
<b>AMENDMENT NO.:</b>	Seven (7)	<b>AMENDMENT NO.</b> <u>07</u>
<b>FUNDING:</b>	Fleet Services Department Funds	This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>CONTRACT TERM:</b> 05/18/11 - 05/17/12	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	909,728.00
<b>TERMINATION PRIOR AMENDMENT:</b> 09/30/14	<b>PRIOR AMENDMENT(S):</b>	\$	609,660.00
<b>TERMINATION THIS AMENDMENT:</b> 09/30/14	<b>AMOUNT THIS AMENDMENT:</b>	\$	4,100.00
	<b>REVISED CONTRACT AMOUNT:</b>	\$	1,523,488.00

### CONTRACT AMENDMENT

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

**WHEREAS,** COUNTY has requested additional design services for TEP easements and revision of civil drawings; and

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

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

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

1. **CHANGE** the first sentence of the second paragraph of ARTICLE IV-COMPENSATION AND PAYMENT as follows:

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

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

2. **ADD** and incorporate EXHIBIT 'B-7' Additional Services for TEP Easements and KM Pipeline Conflict (4 pages).

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

**From:** "The total of all payments to CONSULTANT for services provided under this Contract shall not exceed One Million Five Hundred Nineteen Thousand Three Hundred Eighty Eight Dollars (\$1,519,388.00)."

**To:** "The total of all payments to CONSULTANT for services provided under this Contract shall not exceed **One Million Five Hundred Twenty Three Thousand Four Hundred Eighty Eight Dollars (\$1,523,488.00).**"

This Amendment shall be effective on April 15, 2014.

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

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


APPROVED:

CONSULTANT:

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

\_\_\_\_\_  
Date

ATTEST:

  
Signature  
Paul Mickelberg President  
Name and Title (Please Print)  
3/27/14  
Date

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

APPROVED AS TO FORM:

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

**HAL GILBREATH**  
\_\_\_\_\_  
Name (Please Print)

3.25.14  
\_\_\_\_\_  
Date

February 21, 2014



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

**Re: Fee Proposal for Pima County Fleet Services – Additional Services  
for TEP Easements and KM pipeline conflict – Contract #15-13-W-  
1440929-0411 -**

John,

On behalf of WSM Architects Inc., I am pleased to submit our fee proposal for the additional services for the TEP easements and the resolution of the conflict of the Kinder Morgan Pipeline and the sanitary sewer installation. The total for this Additional Services request is \$4,100.

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

Our services will include:

**TEP Easements**

- ☐ Legal descriptions of the TEP easement required from the transform to the new electrical pole

**Kinder Morgan Pipeline Conflict with Sanitary Sewer**

- ☐ Revision Civil drawings indicating routing and installation of the sanitary sewer to avoid the Kinder Morgan Pipeline based on information derived from the field.
- ☐ Coordination with PDEQ and ADEQ to obtain approval and an authorization to construct.
- ☐ Construction Administration Services

If you have any comments or questions please call.

Sincerely,  
Michael Becherer, RA  
Project Manager

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4330 N. Campbell Ave.  
Suite #268  
Tucson, Arizona  
85718

520.408.1044  
520.408.1170 fax

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Minneapolis Office -  
612.618.8573

Milwaukee Office -  
262.798.7000

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## **FEE ESTIMATE SUMMARY**

PROJECT: PC Fleet Services - Additional Services Request  
 PREPARED BY: WSM Architects Inc TEP Easment  
 EFFECTIVE DATE: KM conflict  
 CONTRACT TIME:  
 METHOD OF COMPENSATION:

DATE: 2/21/2014  
 CONTRACT NUMBER: 15-13-W-144029-0411  
 PRIME CONTRACTOR: WSM Architects Inc  
 CONTRACT TYPE: Architectural

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	KM Conflict	Project Principal	0	\$47.38	\$0
		Project Manager	3	\$37.50	\$113
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
II	Easments	Project Principal	0	\$47.38	\$0
		Project Manager	1	\$37.50	\$38
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
III		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
IV		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
V		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0
VI		Project Principal	0	\$47.38	\$0
		Project Manager	0	\$37.50	\$0
		Senior A/E Project Architect	0	\$34.62	\$0
		A/E	0	\$27.10	\$0
		CADD	0	\$24.00	\$0
		Clerical	0	\$19.00	\$0

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

\$150  
 \$233  
**\$383**

**Fee Subtotal**

(B) Estimated Outside Services and Subconsultants

Firm: <b>Gannett Fleming</b>	\$0
<b>PH Mechanical</b>	\$0
<b>Bowden Electrical</b>	\$0
<b>Grenier Structural</b>	\$0
<b>DOWL HKM</b>	\$3,345
<b>Legal Descriptions for Easements</b>	\$0
<b>McGann Landscape</b>	\$0

(C) Total Cost for all subconsultant and outside service	<b>\$3,345</b>
(D) Total Consultant Fee (Prime and Subconsultants)	<b>\$3,727</b>
(E) Profit @ 10% x (A) + (B)	<b>\$373</b>
(F) <b>Fee Sub total</b>	<b>\$4,100</b>
(G) Reimbursables	<b>\$0</b>
(H) <b>Fee Total</b>	<b>\$4,100</b>

# **CONSULTANT FEE ESTIMATE SUMMARY**

PROJECT: PC Fleet Services - Additional Services Request  
 PREPARED BY: DOWL HKM TEP Easment  
 EFFECTIVE DATE: KM conflict  
 CONTRACT TIME:

DATE: 2/21/2014  
 CONTRACT NUMBER:  
 PRIME CONTRACTOR:  
 CONTRACT TYPE: Civil Engineering

ITEM NO.	PHASE DESCRIPTION	PERFORMED BY	NO. OF HOURS	ACTUAL HOURLY RATE	TOTAL COST
I	CO 7	Principal	2	\$62.50	\$125
		Project Manager		\$48.56	\$0
		Senior A/E	10	\$38.01	\$380
		A/E		\$33.63	\$0
		Designer		\$27.89	\$0
		CADD	8	\$21.50	\$172
		Environmental Specialist		\$38.44	\$0
		Planner III		\$44.72	\$0
II	CO 8	Clerical	1.21	\$17.00	\$21
		Principal	1.5	\$62.50	\$94
		Project Manager		\$48.56	\$0
		Senior A/E	8	\$38.01	\$304
		A/E		\$33.63	\$0
		Designer		\$27.89	\$0
		CADD		\$21.50	\$0
		Environmental Specialist		\$38.44	\$0
III		Planner III		\$44.72	\$0
		Clerical	1.88	\$17.00	\$32
		Principal		\$62.50	\$0
		Project Manager		\$48.56	\$0
		Senior A/E		\$38.01	\$0
		A/E		\$33.63	\$0
		Designer		\$27.89	\$0
		CADD		\$21.50	\$0
IV		Environmental Specialist		\$38.44	\$0
		Planner III		\$44.72	\$0
		Clerical		\$17.00	\$0
		Principal		\$62.50	\$0
		Project Manager		\$48.56	\$0
		Senior A/E		\$38.01	\$0
		A/E		\$33.63	\$0
		Designer		\$27.89	\$0
V		CADD		\$21.50	\$0
		Environmental Specialist		\$38.44	\$0
		Planner III		\$44.72	\$0
		Clerical		\$17.00	\$0
		Principal		\$62.50	\$0
		Project Manager		\$48.56	\$0
		Senior A/E		\$38.01	\$0
		A/E		\$33.63	\$0
VI		Designer		\$27.89	\$0
		CADD		\$21.50	\$0
		Environmental Specialist		\$38.44	\$0
		Planner III		\$44.72	\$0
		Clerical		\$17.00	\$0
		Principal		\$62.50	\$0
		Project Manager		\$48.56	\$0
		Senior A/E		\$38.01	\$0

(A) Direct Labor (Items 1+2+3+4+5+6) \$1,127  
 (B) Overhead @ 169.7% x (A) \$1,913  
 (C) Profit @ 10% x (A) + (B) \$304

Subtotal Fees **\$3,345**

(D) Estimated / Other Direct expenses (printing, deliveries) \$0

(E) Total Subconsultant fee (not including add'l services) \$3,345

(F) Estimated Outside Services and Subconsultants - NO MARKUP \$0

(G) Total Additional Services (see breakdown of hours and fees below) \$0

(H) Total Consultant Fee including listed Additional Services **\$3,345**

End of Exhibit 'B-7'