

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 102312

CLINE BOULEVARD SIGNING AND STRIPING PLANS

THIS AGREEMENT, made and entered into this 06TH day of NOVEMBER, 2012, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo, State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County has requested the **Engineer** to prepare a scope of services to provide engineering services related to preparing signing and striping plans for Cline Boulevard (FR 423) commencing from A Cross Road north to Greenback Road for a distance of nearly eight miles. The posted speed limit will be 35 miles per hour and depending on the as-built width of the roadway, white edge lane lines may be commended by CLW. If sufficient width is not available then center line stripes will be the most prominent feature of the striping plan.

CLW proposes to complete the Cline Boulevard Signing & Striping Plan in accordance with the following Scope of Services:

Task 1: Data Collection, Coordination and Meetings

The work under this task will include all necessary field reconnaissance and obtain and review data necessary for this project. Traffic counts will not be required for this project as the roadway typical section and design speed has been established by the County (i.e., staff direction).

Other data/information to be collected and reviewed, as provided by the County, may be aerial photography.

Given the type of proposed improvements utility information does not appear to be necessary for this project and therefore will not be included within this scope of services. However, field survey, to be performed and provided to CLW by the County of: the roadway centerline and intersecting streets.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (2) two Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent design level). The Progress Meetings may be held in Tonto Basin with a field visit afterward if necessary.

The CLW Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Utility, Public and/or BOS may be added by the County as an additional service if the County so desires.

Task 2: Signing and Striping Plans

CLW will develop Signing and Striping plans at a 1"=50' horizontal scale in a plan view over plan view format (i.e., no profile sheets) and will include all necessary construction notes. Detail sheets are not required for this project and only a simplified typical section may be provided as necessary. The estimated number of sheets required for this project will therefore be 12 sheets.

Task 3: Bid Documents

Production of a Biddable Document is not required for this project and therefore is not provided.

Task 4: Progress Submittals, Estimates and Deliverables

Submittals will include one electronic submittal to the County at each submittal stage:

- **Initial Design Submittal (60% Design Level)**
 - Survey centerline of roadway
 - Preliminary Signing & Striping
 - Preliminary Typical Section sheet, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
 - Revised Signing & Striping

- **Final Plan Submittal (100% Level)**
 - Final Signing & Striping

The final submittal will consist of: one electronic (1) copy (i.e., in Adobe Acrobat format) of the 24"x36" Final Construction Improvement Plan.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE

The following assumptions were used to develop the above scope of this project.

1. Aerial photography of the entire project will be provided to CLW by the County.
2. Right of way information including the location of any property or construction benchmark monumentation will not be considered for this project.
3. The location of utility systems within the study area, including any bluestake markings will not be necessary for this project. The design of any utility relocation is not required.
4. The design vehicle is not necessary for this project.
5. All necessary environmental, FEMA, NEPA, SHPO, ADEQ, EPA, U.S. Army of Corps...etc. permitting, planning and coordination will not be required of CLW for this project.

SCHEDULE & FEES

Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to CLW by the County, it is anticipated that completion of this study will take 45 calendar days, assuming a 7-calendar day agency review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 21-30 calendar days dependent on survey delivery from the County.

Our Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	\$1,155
2	Signing & Striping Plans	\$5,180
3	Bid Documents	\$0
4	Progress Submittals, Estimates and Deliverables	\$1,280
Total.		\$7,615

**2012
FEE SCHEDULE**

(Same as Calendar Year 2008)

Professional

Engineering Technician.....	\$ 45.00
CADD Draftsman.....	\$ 75.00
Designer.....	\$ 88.00
Planner.....	\$ 89.00
Hydrologist.....	\$ 94.00
Project Engineer.....	\$ 105.00
Project Manager.....	\$ 115.00
Project Principal	\$ 130.00

Administrative

Administrative Clerk.....	\$ 27.00
Word Processor/Admin. Support.....	\$ 42.00

Extraordinary reproduction, special printing and any other services performed by a subcontractor, will be billed at cost.

Construction

Construction Observer.....	\$ 70.00
Resident Engineer.....	\$ 105.00
Construction Manager.....	\$ 100.00

Reimbursable In-House Costs (When Approved)

Photo Copies (B & W).....	\$0.07/Each
Thermal Plots.....	\$0.45/S.F.
Color Copies (up to 8.5"x11").....	\$1.50/Each
Mileage(when approved).....	\$0.49/mile
Color Copies (up to 11"x17").....	\$2.50/Each

Court Appearances, Expert Witness Testimony, Depositions and Preparation for Testimony \$220.00 per hour.

ARTICLE II – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Engineer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Engineer from and against any and all claims. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Engineer agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Engineer shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer"**.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that 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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the 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 and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to **Engineer's** employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). **Engineer** shall further ensure that each subcontractor who performs any work for **Engineer** under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of **Engineer** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of **Engineer's** or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting **Engineer** to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, **Engineer** shall be required to 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 subcontractor, (subject to **Engineer** approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of **County’s** rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that **County** may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor 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 shall be the responsibility of **Engineer**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of **Engineer’s** approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which **Engineer** shall be entitled to an extension of time, but not costs.

ARTICLE VI – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to CLW by the County, it is anticipated that completion of this study will take 45 calendar days, assuming a 7-calendar day agency review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 21-30 calendar days dependent on survey delivery from the County.

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Total.		\$7,615

ARTICLE VII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – A.R.S.§35-397: Pursuant to A.R.S.§35-397 the Engineer certifies that it does not have scrutinized business operations in Iran or Sudan and in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The **Engineer** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Engineer**:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budge of \$7,615.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the **County** and the **Engineer**.

Compensation shall follow the guidelines of **A.R.S. §34-221**. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Engineer**, the **County** agrees to pay the amount of not more than \$7,615.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 102312
CLINE BOULEVARD SIGNING AND STRIPING PLANS**

GILA COUNTY:

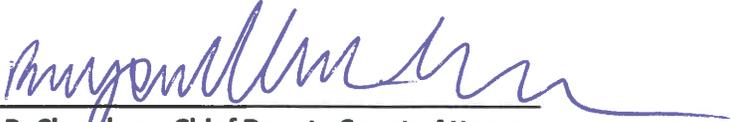

Don E. McDaniel, County Manager

C.L. WILLIAMS CONSULTING:


Signature of Engineer

CHARLES L. WILLIAMS
Print Name

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney