

**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](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
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 CONSULTING SERVICES CONTRACT NO. 121312**  
**RIVERSIDE ACRES ROADWAY DRAINAGE IMPROVEMENT STUDY**

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of DECEMBER, 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 CONSULTANT.

**WITNESSETH:** That the Consultant, 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 Gila County Public Works Division (County) has requested C.L. Williams Consulting, Inc. (CLW) to prepare a scope of services to assist in a drainage improvement study for the Riverside Acres subdivision, located south of Punkin Center in Tonto Basin, Arizona.

CLW proposes to complete the Riverside Acres Roadway Drainage Improvement Study in accordance with the following Scope of Services:

Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:**

Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE II – INDEMNIFICATION CLAUSE:** Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Consultant 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 Consultant 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant 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 Consultant 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 Consultant for the County.

**ARTICLE III - INSURANCE REQUIREMENTS:** Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Consultant".

**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, Consultant 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 Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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 sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant 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 IV – 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 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 shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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 Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant 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 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 shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

**ARTICLE V – SCHEDULE & FEES:** Refer to Attachment “A” by mention made a binding part of this agreement as set forth herein. Hourly rates are provided below in the 2012 Fee Schedule, should the County request services not described in the Scope of Work.

**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 VI – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 VII – A.R.S.§35-397:** Pursuant to A.R.S.§35-397 the Consultant 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 the 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 Consultant 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 Consultant:

- 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 has 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 of 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 budget of \$24,374.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Compensation shall follow guidelines for 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**, two (2) 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 Consultant, the County agrees to pay an amount of not more than \$24,374.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 121312  
RIVERSIDE ACRES ROADWAY DRAINAGE IMPROVEMENT STUDY**

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, County Manager *(2/20/12)*

**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

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

#### **RIVERSIDE ACRES Roadway Drainage Improvement Study October 31, 2012**

#### **Project Objective & Approach**

The objective of this feasibility study is to develop alternatives to address roadway drainage conflicts occurring within a portion of the unincorporated area of Gila County known as Riverside Acres. This area is located south of Punkin Center in Tonto Basin.

The approach of this study will be to develop a hydrologic analysis of the contributing watershed assumed to be limited by State Route 188 to the west of the subject area. Using the results of the hydrologic analysis, CLW will evaluate up to three surface drainage system improvement alternatives (i.e., does not include consideration of storm drain or other similar system). These alternatives will be limited to improved and/or new channels (if lined then such will only consider the use of dumped rock riprap or gabion mattresses). Culverts will consist of corrugated metal pipe or pipe arches without improved inlets. Where improved channels are located adjacent to roadways, the foreslope will be maintained at a slope of 3:1 or flatter and guardrail or type of barrier will not be considered due to conflicts associated with the existing narrow right of way(s). Side slopes of all other channels will be no steeper than 2:1. Low water crossings will not be considered within this study. Improvements will be limited to within the existing right of way where possible however consideration for new channels will be considered if necessary to complete the drainage system. The design rainfall recurrence event to be used for this study will be the 10-year event with the check event being the 25-year.

CLW will provide Gila County with a Report of Findings that includes conceptual level (approximately 20%) design plan sheets (e.g., plan and profile, typical sections...etc.) along with an estimate of cost for each alternative. The Report will consider pros and cons of each alternative and a Recommended Alternative will be identified.

Project limits, when regarding potential improvements, will be limited to the existing subdivision boundary as shown within Plat 487, River Side Acres Replat, dated December 4, 1972.

CLW proposes to complete the Riverside Acres Roadway Drainage Improvement Study in accordance with the following Scope of Services:

**Task 1: Data Collection, Coordination and Meetings**

The work under this task will include all necessary data collection, field reconnaissance, coordination and meetings necessary to conduct the study. Data collection will consist of: obtaining and reviewing topographic mapping, as provided to CLW by the County in AutoCAD format, review of parcel and plat maps, and review of field conditions and discussions with County staff.

The County will provide CLW with field survey data including: fence lines, parcel boundary markers or monuments suffice to locate all existing right of way and parcel boundaries, surface utility features and blue-stake markings, and occasional random ground shots to confirm aerial topographic mapping.

Other data/information to be collected and reviewed, as provided by the County, are; aerial and topographic mapping if necessary and right of way linework/electronic file located on the same horizontal and vertical datum as that used for the aerial mapping. 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 study level). The Progress Meetings may be held at a location as determined by the County.
3. Up to 2 Meetings with the Residents of the area to discuss the roadway drainage issues and to report the results of the Study.
4. Up to (1) one field review/discussion meeting onsite with County road maintenance staff.

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 Public and/or BOS may be added by the County as an additional service if the County so desires. Utility coordination meetings are not believed to be necessary for this study and therefore are not included.

## **Task 2: Hydrologic Analysis**

CLW shall use the U.S. Army Corps of Engineers computer program HEC-1 to develop a hydrologic model for the study area. Precipitation data will be developed using the procedures as outlined in the Arizona Department of Water Resources (ADWR) State Standard for Hydrologic Studies. This methodology is, by in large, that shown within ADOT Highway Drainage Design Manual - Hydrology.

Peak discharges for the 10- and, 25-year recurrence events shall be estimated. These estimates will not be compared to other indirect methods such as USGS Regional Regression Equation(s) given the minor size of the resulting watershed.

Drainage basin boundaries and sub-boundaries will be determined from the County provided topographic mapping. Sub-basin delineations will be prepared in sufficient detail to provide peak discharges at major roadway crossings and fully document flow-rates through the developed areas within the project limits.

Hydrograph routing parameters will be developed from the mapping. The Modified Puls Channel Routing procedure will be utilized for all routing operations. No calibrations of the results are envisioned to be required for this study. Soil loss parameters will be estimated using the Green and Ampt loss equations. Soil data will be obtained through the NRCS data available for this area or the Gila County General Soils Map. Hydrologic parameters will assume completely developed conditions based on zoning information as provided to CLW by the County with no allowances for possible detention/retention within existing or proposed developed areas.

## **Task 3 - Hydraulic Analysis**

Determination of the capacity of the existing hydraulic system will not be made under this study. It is assumed that due to recent drainage conflicts that the current system does not have the capacity to convey the desired rainfall event (i.e., 10-year event).

Hydraulic modeling of the proposed improvements will be done using the FHWA computer program HY8 for culverts and conceptual outlet erosion protection and Haestad Methods program Flowmaster for all open channels. Hydraulic modeling using HEC-RAS or other approach for the purposes of mapping inundation zones/limits (back water analysis) will not be undertaken for this study.

This task includes necessary time to develop a digital terrain model of the study area and resolve differences between field survey data and aerial mapping data. This will provide CLW with a method to develop estimates of earthwork required for each alternative.

#### **Task 4 – Report of Findings**

CLW will prepare a preliminary (approximately done near the 60% study level) and final Report of Findings that will include the following.

- a) Summary of Findings
- b) Hydrologic analysis
- c) Hydraulic analysis for each alternative
- d) Opinion of the cost of construction for each alternative
- e) Pros and Cons of each alternative
- f) Exhibits
  - a. Watershed Map – Existing Conditions (11"x17" scaled)
  - b. Conceptual Improvement Alternatives (11"x17" reduced scale sheets)
    - i. Typical Section(s)
    - ii. Plan and/or Profile of Channel and Culverts (20% design level only)
    - iii. Alignments and widths of proposed easements

CLW will provide to the County (2) two copies of each report submittal.

#### **ASSUMPTIONS USED TO DEVELOP THIS SCOPE OF WORK**

The following assumptions were used to prepare this scope of work.

1. All field survey data and required linework will be provided in an electronic format to CLW by the County.
2. Utility, BOS, HOA, progress and/or Public meetings are not required but may be added as an additional service.
3. This project does not require review of traffic count data.
4. Floodplain analysis/mapping/consideration of minor channel(s) within the region or of Tonto Creek is not required.
5. The contributing watershed is limited to the west by State Route 188.

## **SCHEDULE & FEE**

Upon receipt of the Notice to Proceed and receipt of all survey and topographic information, it is anticipated that completion of this study will take approximately 60 calendar days.

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

<b>Task Number</b>	<b>Task Description</b>	<b>Fee</b>
1	Data Collection, Coordination & Meetings	\$6,110
2	Hydrologic Analysis	\$3,760
3	Hydraulic Analysis	\$8,880
4	Report of Findings	\$5,624
<b>Total . . . . .</b>		<b>\$24,374</b>

