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GILA COUNTY

www.gilacountvaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 060713-1

RUSSELL ROAD PEDESTRIAN SAFETY DESIGN CONCEPT STUDY

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2013, 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 prepare a Pedestrian Safety Design Concept Study. Pedestrian traffic along Russell Road between Golden Hill Road and Michigan Avenue intersections, is a route for school children waiting for the school bus or being let off the school bus. There are no sidewalks or available shoulders for them to wait for the bus. This study will explore possible solutions for a plan of action.

**SCOPE OF WORK
RUSSELL ROAD
Pedestrian Safety Design Concept Study**

April 5, 2013

Study Objective & Approach

The objective of this design concept study is to determine what possible solutions can be applied to resolve concerns with regard to pedestrian safety along a portion of Russell Road between Golden Hill Road and Besich Boulevard and between the intersection of Michigan Avenue and Rose Mofford Way and Michigan Avenue and Roberts Drive (herein referred to as the Improvement Limits) near Globe, Arizona.

Within the Improvement Limits, Russell Road has a varying right-of-way width of between 50-feet near Golden Hill Road and 30-feet along the southern half of the limits. This narrow width is even less at a specific point near Yuma Trail. The narrow right-of-way along with contiguous walls/fences/hill-slopes along a two lane minor collector roadway results in pedestrians, including children traveling to an established bus stop, walking near the vehicle travel path. Other factors also contribute to related concerns for example; the postal carrier delivers mail to individual mailboxes along the entire roadway and without an available shoulder to pull outside of the travel path such means that the mail carrier makes frequent stops along Russell Road thereby contributing to additional conflicts. Additional benefits of the study will be the evaluation and recommendation for replacement of outdated roadway traffic protection devices such as guard rail and pipe bollard.

The approach of this study will be to three-fold.

1. Address pedestrian safety concerns through structural improvements within the existing right-of-way within the Improvement Limits, and
2. Determine if a location outside the right-of-way can be utilized to facilitate a school bus stop.
 - a. If possible this location should also be considered for relocation of all mailboxes within the Improvement Limits into this single location.
3. Another option that will be considered within this study will be if changing the existing traffic pattern (i.e., two-way directional flow) into one-way traffic is feasible. Such a change would only be considered along Russell Road between Golden Hill Road and Besich Boulevard and along Michigan Avenue between Russell Road and Roberts Drive.

CLW will contract with a Geotechnical firm to provide testing of the hillsides on the project and to provide design parameters which will be critical to Alternatives evaluation, particularly since retaining walls and/or shotcrete will need to be considered due to the limited right of way and steep slopes along portions of the road. CLW will provide Gila County with a Design Concept Report (DCR) that includes conceptual level (approximately 15%) design plan sheets (e.g., plan and profile, typical sections...etc.) along with an estimate of cost for each structural alternative (two locations). The Report will consider pros and cons of each alternative and a Recommended Alternative will be identified.

The Study Limits, with regard to the consideration of one-way traffic, would be determined as necessary (excluding that to US 60) to completely account for impacts that could result from such a traffic change (e.g., flow through the hospital, Robert Drive, Golden Hill Road...etc.).

CLW proposes to complete the Russell Road Pedestrian Safety Design Concept Study in accordance with the following Scope of Services:

Task 1: Data Collection, Geotechnical Investigation, 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.

Under this type of study it does not appear necessary to request of the County field survey data including: fence lines, parcel boundary markers, surface utility features and blue-stake markings...etc. However, any resulting conflicts, if such should be found to occur that need additional attention/data may be requested of the County or will be included within the DCR to be addressed during a future project phase.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (3) three Progress Meetings to discuss elements relative to this project (e.g., likely held at the 60, 90 and draft 100-percent study level). The Progress Meetings may be held at a location as determined by the County, and
3. One Public Meeting (Open House format) in Globe.

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.

Geotechnical investigation to determine soil properties and design parameters will be completed under this task. Direct meetings with utility owners are not believed to be necessary for this study and therefore are not included. However, coordination with individual utility owners will be necessary to determine what, if any, underground systems are present so that a full accounting of potential impacts can be made. Coordination with the Postmaster will also be necessary to ensure that any requirements necessary for the relocation of all mailboxes is included within the findings of the study.

Task 2: Alternatives Analysis

CLW shall evaluate up to three alternative solutions as explained herein.

1. Bus Bay and Mailbox relocation to APN 207-07-054 (just south of Lincoln Way). This parcel is already owned by the County.
 - a. This location will likely require additional property acquisition (a portion of APN 207-07-060) and the construction of a large retaining wall and/or shotcrete.
2. Bus Bay and Mailbox relocation to APN 207-07-042E (just south of Washborn Street).
 - a. This location will require property and building acquisition (a portion of APN 207-07-042E) and the construction of a screening wall.
3. CLW will evaluate the results of changing the current traffic pattern (i.e., two-way traffic) to a one-way direction along Russell Road and a portion of Michigan Avenue. Such an evaluation will be done to a planning level only that may consider traffic volumes (as provided by the County). This analysis will consider two alternatives whereby the general flow of traffic differs between the two evaluated patterns (i.e., southbound and northbound along Russell Road).
 - a. The Study Limits, with regard to the consideration of one-way traffic, would be determined as necessary (excluding that to US 60) to account for impacts that could result from such a traffic change (e.g., flow through the hospital, Robert Drive, Golden Hill Road...etc.).

Under each of the above alternative locations, CLW will consider pedestrian improvements along Russell Road within the Improvement Limits of this study. Such improvements may include an at-grade sidewalk or paved surface with or without a pedestrian barrier/fence/guardrail...etc. Due to the extensive impacts associated with traditional curb & gutter and raised sidewalk(s) such will not be considered within this study.

Task 3 – Design Concept Report

CLW will prepare a Preliminary (~60% study level) and final Design Concept Report (DCR) for this study. The DCR will follow, in general, Appendix B, Guidelines for the Preparation of a Design Concept Report, Arizona Department of Transportation, Local Government Section, October 2004 but will include only applicable portions of what the guideline requires given that the project will likely not be federally funded. The report will include the following:

1. Introduction
2. Background data
3. Project scope
4. Critical outside agency involvement
5. Right-of-way requirements
6. Utility Relocation requirements
7. Seasonal considerations
8. Traffic or other related requirements
9. Design alternatives
10. Design criteria
11. Estimated cost of construction
12. Typical section(s).

With regard to any land acquisition fees, CLW will assume that the County Assessor's valuation for a given location, using an appropriate factor (1.25), will account for land purchase cost. However, fees related to appraisals...etc. will not be included at this time.

CLW will provide to the County one electronic copy of each report submittal.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE OF WORK

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

1. Hydrologic and hydraulic analyses will not be considered under this study.
2. Utility, BOS, HOA, and/or Public meetings beyond that described in Task 1. are not required but may be added as an additional service.
3. This project does not require a Traffic Impact Analysis to be undertaken.
4. Study limits, when considering the impacts of changing the traffic pattern to facilitate one-way traffic will not include US 60 or SR 188.
5. Reconstruction of Russell Road will not be required. Any structural improvements along this roadway will consider only minimal pavement removal/replacement as necessary to construct the recommended pedestrian improvements.

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 Steve Stratton, 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 Steve Stratton, 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:

SCHEDULE & FEE

Upon receipt of the Notice to Proceed it is anticipated that completion of this study will take approximately 90 calendar days including a 14-day agency review period of the Preliminary Design Concept Report (submitted after approximately 30 days after the NTP).

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

Task Number	Task Description	Fee
1	Data Collection, Geotechnical Testing, Coordination & Meetings	\$12,290
2	Alternatives Analysis	\$11,620
3	Design Concept Report	\$6,668
Total		\$30,578

2013
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 \$30,578.00. 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 (See Page 9 of this Contract).

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.

ARTICLE X – CONTRACT PERIOD: Contract shall be in effect from the date signed by the County Manager to December 30, 2013.

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 **Consultant**, the **County** agrees to pay an amount of not more than \$30,578.00 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. 060713-1
RUSSELL ROAD PEDESTRIAN SAFETY DESIGN CONCEPT**

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.:



Don E. McDaniel, Jr. County Manager 9/15/15



Signature of Consultant

CHARLES L WILLIAMS
Print Name