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

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GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113

UPDATE GILA COUNTY FACILITIES MANAGEMENT PLAN

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, by and between the Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and **L. Brevick Enterprises, Inc.** of the City of **Tucson**, County of **Pima**, 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 County has requested the Consultant to provide professional management and planning services to assist Gila County in the update and amendment to the 2007 Long Range Facilities Management Plan.

ARTICLE II – CONSULTANT'S FEE: Refer to attached Attachment "A" to Professional Consulting Services Contract No. 101113, by mention made a binding part of this agreement as set forth herein.

ARTICLE III – 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 "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 Consultant or any of its owners, officers, directors, agents, employees or subconsultants. 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 IV - INSURANCE REQUIREMENTS: Consultant and subconsultants 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 subconsultants.

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 subconsultants 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 mailed directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or email to Jeannie Sgroi at dsgroi@gilacountyaz.gov. 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. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subconsultants as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subconsultant. All coverage's for subconsultants 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: 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 shall further ensure that each subconsultant 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 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, 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 subconsultant, 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 subconsultant, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant shall advise each subconsultant of County's rights, and the subconsultant'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 will be deemed to be 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 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 VI – SCHEDULE & FEES: Refer to Attachment “A” to Professional Consulting Services Contract No. 101113, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment “A” to Professional Consulting Services Contract No. 101113, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE VII – 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 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 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 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 Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE IX – TERM: The term of the Contract shall commence upon award and remain in effect from date of award to December 31, 2013.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed on a time and material basis with a not-to-exceed without written authorization budget of \$ 17,161.00 . Additional work, as authorized, will be performed on a Time and Materials basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 101113, by mention made a binding part of this agreement as set forth herein.

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 Consultant, the County agrees to pay Consultant on a time and material basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 101113, in an amount not to exceed \$ 17,161.00 including all applicable taxes.

GILA COUNTY:



Don E. McDaniel, County Manager

L. BREVICK ENTERPRISES, INC.:

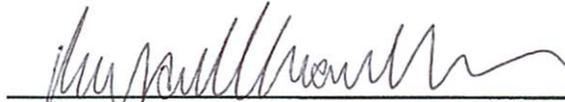


Signature of Consultant

Lonnie Brevick

Print Name

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

L. BREVICK ENTERPRISES, INC.
MANAGEMENT CONSULTANT

ATTACHMENT "A" TO PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113
PAGE 1 OF 4

October 2, 2013

Mr. Don McDaniel
County Manager
1400 East Ash
Globe, AZ 85501

Mr. Steve Stratton
Director
Public Works Division
745 N. Rose Mofford Way
Globe, AZ 85501

RE: Amendment to 2007 Gila County Facilities Management Plan – Professional Services Proposal

Gentlemen:

Thank you for the opportunity to submit a proposal to provide professional management and planning services that will assist Gila County in the update and amendment to the 2007 Long Range Facilities Management Plan.

Introduction

Gila County has determined the need to update and reevaluate the existing Long Range Facilities Management Plan. The plan will address the present condition of the existing facilities in the Globe and Payson areas to determine the expected useful life for each facility as well as reviewing the ability to modify the structure for future needs. The plan will evaluate facility requirements in terms of five and ten years from present.

Plan of Approach

The project plan of approach is to amend the existing Facilities Management Plan. Interviews will be conducted with the key officials in the Court, County Attorney, Sheriff Departments as well as newly elected department heads. The current county facilities will be assessed to confirm condition and fitness of use for the intended purpose and new building options will be developed for the County's review. In order to expedite the study and contain study costs, it was agreed that Steve Stratton, Director of Public Works, would be present during the interviews and building assessments. The information obtained from the interviews and assessments will be used to make any required amendments to the existing plan. The amended plans will include options to be considered for solutions to any facility modifications or acquisition of new property/facilities. The Consultant will produce a first draft report to be reviewed by Gila County and then integrate the comments in a final report that can be attached as an amendment to the 2007 Facilities Management Plan.

Schedule

The duration required to develop the updated plan is dependent on the availability of division heads to complete the interviews, but two months would be a reasonable duration for this project.

Cost of Services

The estimated cost to complete the plan update is as follows:

**ATTACHMENT "A" TO PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 101113
PAGE 2 OF 4**

Professional services labor	\$15,538
Expenses	<u>\$ 1,623</u>
Total Estimated Cost	\$17,161

The scope of work would be performed on a time and material basis with a cost not to exceed \$17,161 unless approved by Gila County.

The billing rates are as follows:

Labor

Lonnie Brevick – project work	\$125/hour
Lonnie Brevick – travel time	\$ 75/hour
Administrative Assistant	\$ 55/hour

Expenses

Personal auto travel	\$0.565/mile
Travel expenses	at cost
Supplies & other expenses	at cost

Attached is a breakdown of the estimated costs.

I am very interested in this opportunity to provide assistance to Gila County and look forward to working with the Gila County staff on this important project.

Sincerely,
L. Brevick Enterprises, Inc.



Lonnie Brevick, P.E.
President

Attachment

Gila County, AZ
Amend Facility Management PlanProvide Professional Services
Estimated Cost Breakdown

10-2-13

Activity Description	Quantity	Estimated Labor Hours	Hourly Rate	Estimated Labor Cost
PROJECT MEETINGS				
Globe, AZ	3	6	\$ 125	\$ 750
Total for meetings	3	6	\$ 125	\$ 750
DIVISION INTERVIEWS -				
Globe, AZ				
Board of Supervisors	2	2.5	\$ 125	\$ 313
Court Administrator	1	1.25	\$ 125	\$ 156
Constable	1	1.25	\$ 125	\$ 156
County Attorney	1	1.25	\$ 125	\$ 156
County Manager	1	1.25	\$ 125	\$ 156
Courts				
Superior	2	2.5	\$ 125	\$ 313
Clerk of the Court	2	2.5	\$ 125	\$ 313
Magistrate Court	1	1.25	\$ 125	\$ 156
Justice Court	1	1.25	\$ 125	\$ 156
Probation	1	1.25	\$ 125	\$ 156
Sheriff	1	1.25	\$ 125	\$ 156
Subtotal interviews for Globe	14	17.5	\$ 125	\$ 2,188
Payson, AZ				
Board of Supervisors	1	1.25	\$ 125	\$ 156
Constable	1	1.25	\$ 125	\$ 156
County Attorney	1	1.25	\$ 125	\$ 156
Court System				
Superior Court	1	1.25	\$ 125	\$ 156
Clerk of the Court	1	1.25	\$ 125	\$ 156
Justice Court	1	1.25	\$ 125	\$ 156
Magistrate Court	1	1.25	\$ 125	\$ 156
Probation	1	1.25	\$ 125	\$ 156
Subtotal interviews for Payson	8	10	\$ 125	\$ 1,250
Total for Division Interviews	22	27.5	\$ 125	\$ 3,438
FACILITY ASSESSMENTS				
Globe				
1400 E. Ash	1	1	\$ 125	\$ 125
1100 South Street	1	1	\$ 125	\$ 125
745 N. Rose Mofford Way	1	1	\$ 125	\$ 125
5515 South Apache Ave	1	1	\$ 125	\$ 125
157 S. Broad Street	1	1	\$ 125	\$ 125
Subtotal Globe Facility Assessments	5	5	\$ 125	\$ 625
Payson				
201 W. Frontier	1	1	\$ 125	\$ 125
107 W. Frontier	1	1	\$ 125	\$ 125
714 S. Beeline Hwy	1	1	\$ 125	\$ 125
610 E. Highway	1	1	\$ 125	\$ 125
112 W. Cedar Lane	1	1	\$ 125	\$ 125
Subtotal Payson Facility Assessments	5	5	\$ 125	\$ 625
Total for Facility Assessments	10	10		\$ 1,250
Develop and Assemble Project Documents				
Meeting minutes and action items	3	6	\$ 125	\$ 750
Develop and assemble interview notes	6	3	\$ 125	\$ 375
Develop and assemble report - 1st draft				
Consultant	1	32	\$ 125	\$ 4,000
Administrative Assistant	1	12	\$ 55	\$ 660
Develop and assemble report - final				
Consultant	1	16	\$ 125	\$ 2,000
Administrative Assistant	1	8	\$ 55	\$ 440

Gila County, AZ
Amend Facility Management Plan

Provide Professional Services
Estimated Cost Breakdown

10-2-13

Activity Description	Quantity	Estimated Labor Hours	Hourly Rate	Estimated Labor Cost
Total for Project Documents	13	77		\$ 8,225
Travel Hours				
Globe, AZ				
Project Meetings	2	10	\$ 75	\$ 750
Interviews	2	10	\$ 75	\$ 750
Payson, AZ				
Interviews	1	5	\$ 75	\$ 375
Total for Travel Hours	5	25		\$ 1,875
Total Estimated Labor Cost	43	136	\$ 114.67	\$ 15,538
Expense Costs	Quantity		Cost Each	Estimated Expense Cost
Auto travel - \$0.565/mile				
Globe round trip mileage - 220 mile round trip	4		\$ 124	\$ 497
Payson round trip mileage - 400 miles round trip	1		\$ 228	\$ 228
Per diem	3		\$ 125	\$ 375
Supplies	1		\$ 525	\$ 525
Total Estimated Expenses				\$ 1,623
Total Estimated Project Cost				\$ 17,161