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GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 030714-1 RUSSELL ROAD PEDESTRIAN SAFETY CONSTRUCTION DESIGN

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Stantec Consulting Services, 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 Gila County Public Works Division (Division), in an effort to promote pedestrian safety along a portion of Russell Road near Globe, Arizona, has requested Stantec Consulting Services Inc. (Stantec) to undertake the design phase of a multi-phase project. The initial phase was a safety evaluation and alternatives study, performed by C.L. Williams Consulting Inc. (CLW) during 2013. The outcome of the previous study recommended: two-way traffic along Russell Road without extending the existing roadway, installing box beam guardrail, a paved shoulder to act as a pedestrian pathway and the relocation of numerous existing mailboxes to a single improved location, outside of the existing road right-of-way.

Gila County recently obtained a parcel located at the northeast corner of Russell Road at Neilson Street. Therefore, Stantec will revise the recommended alternative from the CLW Study; that was shown slightly to the north of this parcel. In addition, it is envisioned that the recommended "shotcrete" alternative will now consist of shotcrete and limited screening wall (i.e., masonry) system given that there is no hill feature occurring within the obtained parcel.

Of critical importance to the success of this project is the location (not required during the previous study) of two existing "transite" (a.k.a. asbestos-cement) waterlines located along the eastern edge of Russell Road. The two existing transite waterlines are owned by the Arizona Water Company.

The limits of the improvements will be from Golden Hill Drive to the north and will terminate at the north side of the intersection of Russell Road and Rose Mofford Way (just north of the Public Works Division's Administration building) for a distance of approximately 1,500 feet. All improvements, unless otherwise stated herein, will be made to the eastern side of the roadway.

Stantec proposes to complete the **Russell Road Pedestrian Safety Project** in accordance with the following Scope of Services:

Task 300.100 – Reconnaissance & Data Collection

This task of the study will include locating both surface utility features and other necessary features (e.g., walls, fencelines, property pins...etc.) within the project limits as well as the underground water and service lines. The Division will locate (via survey data collection) the surface systems while Stantec will, through a subcontractor, Cardno TBE, locate the underground water lines.

Cardno TBE will provide up to twenty (20) vacuum excavation potholes (testholes) on existing subsurface utilities along the approximately 1,500 ft. section of the Arizona Water 4" and 6" water mains between Rose Mofford Way and Golden Hill Road identified by Arizona Water on marked-up plans received from Stantec. Cardno TBE will conduct potholes approximately every 200 ft. along both water mains. Survey of the requested potholes will be performed by the County. Cardno TBE's vacuum excavation potholes will be approximately 12" x 12" in size and at each pothole location a PK nail or 40D soil nail will be placed over the center of each found utility and will be used as the basis for all horizontal and vertical measurements; these nails can be surveyed by the County surveyors as discussed, after excavation of the potholes has been conducted so no time is lost by the surveyors "standing by" while excavation of the potholes is being conducted. The utility data obtained through our standard potholing procedure includes the depth, size and material composition of the utility exposed, horizontal location of found utility tied to existing structures using swing ties, backfill of excavated potholes using compacted native material, and pavement restoration using *Perma Patch* brand "permanent" asphalt cold patch. Based on the conceptual improvement plan for the project, it appears that the potholes requested along the 6" main will be off road along the shoulder of Russell Road and potholes requested along the 4" water line will be in the existing pavement. Any potholes excavated on the existing pavement may be temporarily repaired using our "permanent" cold patch asphalt, but will eventually need to be repaired with hot patch asphalt, however this hot patching can be conducted during the actual construction of the project. Because the two water mains are non-metallic and thus non-tonable, Cardno TBE will utilize our geophysical utility detection equipment to try to designate the horizontal location of the water mains by tracing the extent of the various metallic services connected to each line prior to excavation. Pertinent utility data will be presented in scanned electronic format on our standard field "Testhole Data Report" forms that include the depth, horizontal swing ties to existing structures found in field, size, and material composition of the utility line exposed.

Task 300.200 – Design

Stantec will prepare a construction improvement plan and bidding document (using the Gila County boiler plate) for the project. The following plan sheets are envisioned to be necessary to obtain the project's objective.

- Cover Sheet (1)
- Construction General Notes & Symbols (1)
- Typical Section Sheets
 - Screening Wall (1)
 - Guardrail Installation (1)
 - Driveway treatment, shotcrete slope treatment and drainage...etc. (1)
- Detail Sheets:
 - Pullout/mailbox Layout & Grading (1), 1"=10' or 20' depending on overall layout size/complexity
 - Miscellaneous details as necessary (1-2)
- Geometric Sheet (1), 1"=30'
- Plan over Plan Sheets (1-2), 1"=20'
- Signing & Striping Plan (1-2), 1"=20'

Progress submittals will include one electronic submittal (in Adobe Acrobat format) to the Public Works Division and one set of prints to known utility companies for each of the following project stages:

- **Initial Design Submittal (60% Design Level)**
 - Existing topography
 - Preliminary layout of pedestrian pathway and guardrail
 - Preliminary layout of pullout/mailbox area
 - Preliminary Typical Sections
 - Existing right-of-way (linework based on previous work done by CLW)
 - Preliminary new right-of-way, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
 - 90% Level Design Plans
 - Revised layout of pedestrian pathway and guardrail
 - Revised layout of pullout/mailbox area
 - Revised Typical Sections
 - Preliminary Detail Sheets
 - Preliminary Construction Notes
 - Preliminary Construction Cost Estimate
 - Preliminary Bidding Document (may be submitted prior to this submittal stage)
- **Final Plan Submittal (100% Level)**
 - Final Improvement Plan
 - Final Construction Cost Estimate
 - Final Bidding Documents

The final submittal will consist of: one (1) electronic copy of the 24"x36" Final Construction Improvement Plan, one (1) sealed copy of the Final Construction Cost Estimate, and one (1) master copy of the Contract Bidding Document (all final copies for distribution to plan holders to be done by Gila County).

Task 300.300 – Meetings and Coordination

The work under this task will include all necessary meetings and coordination.

1. Kickoff Meeting,
2. Up to (3) three 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 Globe with a field visit afterward if necessary.

The Stantec Project Manager will attend all meetings and inform the Public Works Division by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the Public Works Division 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 Public Works Division as an additional service if the Public Works Division so desires. Utility coordination meetings do not appear necessary for this project but may be provided as an additional service if the Public Works Division desires.

This task also includes review of all submitted bidder documentation/costs...etc. that Stantec will support a Recommendation of Award of Contract to the Public Works Division.

Task 300.400 – Post Design Services

Stantec will provide: limited construction observation, coordination and review of documents as part of this task. Up to five (5) construction on-site coordination meetings will be attended by staff during the term of construction. It is envisioned that one of the meetings will be held during the preconstruction meeting with all other meetings being determined by the County's Project Manager (PM). Contractor submittals, including change order(s), will be reviewed by Stantec and the findings/status will be reported to the County's PM. The County's PM will be responsible for all direct coordination (i.e., single point of contact to avoid potential issues) with the Contractor unless otherwise desired.

The work under this task will be performed via a Time and Material Not-to-Exceed Basis. Travel expense will be based on a one-way time expense basis (i.e., charged only for an hourly rate from Tucson to Globe).

ASSUMPTIONS USED TO DEVELOP THIS SCOPE OF WORK

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

1. Complete removal and/or replacement of the entire paved area of Russell Road will not be required. This would require the analysis and development of plan over profile improvement plan sheets and therefore may be provided to the Division as an additional service. The additional paved shoulder to be included within the plan set will be shown to follow the existing edge of the roadway, and therefore regardless of any existing conflicts, the new shoulder will follow the profile of the existing roadway.
2. Utility coordination meetings are not required. Coordination with affected utility owners will consist of electronic submittals of the necessary document(s). Two attempts will be made to coordinate with the utility owner representative, thereafter, if a response is not received by Stantec, the Public Works Division will directly contact the utility owner for an immediate response. Delays to the project schedule due to utility owner review term(s) (e.g., Arizona Water Company may take more than six months to begin review of the request) are not included within the duration of this project.
3. Drainage analysis is not required. Paved shoulder and the pullout/mailbox area will provide for positive drainage toward Russell Road (i.e., westerly).
4. Utility design, relocation...etc. will not be necessary.
5. Two minor segments of existing guardrail along the western side of Russell Road will be shown within the plans to be replaced with the same box beam guardrail system used for this project.
6. Permitting (i.e., Federal, State, local...etc.) and any related fees will be completed by the Public Works Division.
7. Environmental assessment, hazardous material identification, cultural review, or historic evaluation(s) are not included within this scope of services.
8. The Public Works Division will locate all existing property monuments within the Project Limits. Additional right-of-way and/or easements necessary to obtain project objectives will be performed by the Public Works Division.
9. Aerial mapping used during the CLW Study will be used for this project.
10. Only box beam guardrail, in accordance with Vermont's Agency of Transportation, will be used for this project.
11. The estimated travel time from Tucson to Globe is 3 hours.

ARTICLE II – INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as “Indemnitee”) from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (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 Contractor 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 contractor 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 Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the County.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor 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 and XCU 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 Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

3. **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.

4. **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, Contractor 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 Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@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. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor 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, 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 project will take 120 calendar days after receipt of the necessary survey field and utility locating data.

Design related tasks (both Consultant and subcontractor) will be invoiced on a Lumped Sum Basis. County shall pay Consultant \$40,823 for Consultant’s design related services and \$13,980 for Subcontractor’s design related services. Contractor may invoice for progress payments every 30 days based upon Consultant’s good faith estimate of the percent of the design related tasks completed at the time of the invoice. County shall have fourteen calendar days after receiving Consultant’s progress invoices to provide notice of any disagreement with the progress estimate. The parties agree to first attempt in good faith to informally negotiate any dispute regarding progress payments.

Post Design Service tasks will be invoiced on a Time and Material basis in an amount not to exceed \$14,000.

Task Number	Consultant Task Description	Fee
300.100	Reconnaissance & Data Collection	\$2,390
300.200	Design	\$34,973
300.300	Meetings and Coordination	\$3,460
Subtotal Design.		\$40,823

Task Number	Sub-Contractor Task Description	Fee
300.100	Reconnaissance & Data Collection	\$13,980
Subtotal.		\$13,980
Total Design.		\$54,803

Task Number	Consultant Task Description	Fee
300.400	Post Design Services (Not more than \$14,000 based upon fee schedule below)	\$14,000
Subtotal.		\$14,000
Total Design & Post Design Services.		\$68,803

The following fee schedule shall be used to calculate Consultant's fee for Post Design Services which shall not exceed \$14,000:

FEE SCHEDULE

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 – 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 VIII – PAYMENT: The Scope of Services for Design Related Tasks as outlined above will be performed for payment of \$54,803.00. Post Design Services will be performed on a Time and Materials basis per the mutually agreed upon fee schedule found in Article V in an amount of up to \$14,000.00.

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 IX – CONTRACT PERIOD: Contract shall be in effect from the date signed by the Board of Supervisors to December 31, 2014.

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 \$54,803.00 for Designs Related Services as described in Article I and an amount of not more than \$14,000.00 for Post Design Services. Such amounts will include all applicable taxes. Any modifications shall be approved in writing by the County in advance by written change order.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 030714-1
RUSSELL ROAD PEDESTRIAN SAFETY CONSTRUCTION DESIGN**

GILA COUNTY:

STANTEC CONSULTING SERVICES, INC.:

Michael A. Pastor,
Chairman of the Board of Supervisors

Charles Williams
Signature of Consultant

ATTEST:

CHARLES WILLIAMS
Print Name

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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