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GILA COUNTY

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PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMININSTRATION BUILDING

THIS AGREEMENT, made and entered into this _____ day of _____, **2015**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and EPS Group of the City of Mesa, County of Maricopa, 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 Consultant will design and prepare construction documents for the site plans for Gila County's new Copper Administration Building. Improvements are to include parking lots, sidewalks, a CMU wall (or alternate), shotcrete, and drainage items. The consultant will provide a bid ready set of plans and specifications and supporting documentation necessary to clearly convey the intent of the plans, for each of the bid packages defined in the Request for Proposal (RFP), and specific to the relative complexity of the intent being conveyed within the bid package. Larger more complex bid packages will have more complex plans and specifications (more paperwork, bonding, etc.) and the smaller bid packages will have simple plans and specifications.

EPS Group proposes to complete the **Civil Design for Copper Administration Building Project** in accordance with the following Scope of Services:

Task 1 – Conceptual Design

Task 1 will include:

- The preliminary 20% design prepared by Gila County will be evaluated based upon the information provided from the RFP.
- Develop a digital terrain model (DTM) from the survey information supplied by Gila County.
- A refined site plan that includes the following will be created:
  1. Refined site layout based upon traffic circulation, drainage, etc.
  2. A preliminary concept for a CMU wall versus a wrought iron fence.
     This will compare the aesthetics and the cost of each option.
  3. A preliminary concept for the sidewalk on Monroe Street. Two alternatives will be evaluated and compared. This includes an attached sidewalk with a varying curb height versus a sidewalk that is detached. Cost and impacts of each option will be compared.
  4. Evaluate the location of a trash dumpster.

Task 2 – Construction Documents

Task 2 will include:

- 95% and Final Plan documents: Plans will be submitted at the 95% and Final Plan submittal stages. Plans to include parking lot paving design, signing and striping, sidewalks, drainage items, curb and gutter, a CMU wall (or alternate), and shotcrete.
- Special Provisions/Specifications will be prepared in accordance with Gila County standards.
- Prepare an estimate of probable construction costs.
- Deliverables: Submit a PDF of the 95% plans, Special Provisions, and the construction cost estimate to the County for review. Submit two (2) Full Size, and two (2) Half Size sets of the Final plans, and PDFs of the Special Provisions and the construction cost estimate to the County.
- Distribute the plans to the appropriate utility companies, and the City of Globe for their review and comments.
- Coordinate/Hold Agency comment review/resolution meeting with Gila County and the City of Globe. It is anticipated that this meeting will be an "over the shoulder" review format and would include a site visit.
  NOTE: Plans shall be developed using AutoCAD.

Allowance Task 3 – Stairs from Courthouse to Copper Administration Building

Task 3 will include:

- A preliminary concept for stairs from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  1. Design stages shall include 95%, and Final Plans. The Task 3 plans will be submitted together with the plan sheets in Task 2 as one set of plans.
  2. All submittals shall include an estimate of probable construction cost.
  3. Special Provisions and technical specifications will be included if applicable.

Allowance Task 4 – ADA Accessible Ramp from Courthouse to Copper Administration Building – *NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.*

Allowance Task 5 – Stairs from Juvenile Detention Center to Copper Administration Building – *NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.*

Allowance Task 6 – Project Management and Coordination during Design

Task 6 will include:

- Concept Approval/Kickoff Meeting: It is assumed one (1) meeting will be required to review the Conceptual Design (Task 1) with Gila County staff.
- Comment Resolution Meetings: It is assumed that two (2) comment resolution meetings will be required – one (1) meeting after the 95% plans review by Gila County and one (1) meeting after Permit Review by the City of Globe. A site visit may occur in combination with the 95% plans review.
- Additional Meetings (As Required): Up to three (3) additional meetings could be attended if required. This could include post design meetings.

To be Provided by Gila County:

- Supplemental Survey as needed.
- As-builts/plans for underground utilities.

Exclusions:

- Geotechnical investigations (Unless Allowance Tasks 4 is selected for design).
- Structural Engineering (Unless Allowance Task 4 is selected for design).
- Lighting Design.
- Surveying
- Environmental Documentation
- Landscaping
- Water/Sewer Design
- Gas Tank Relocation
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Coordination: EPS will distribute plans to utility companies. Gila County will handle coordination with the utility companies.

  NOTE: All engineering will be based upon topographic survey and field survey data supplied by Gila County. EPS does not guarantee the validity of the survey.

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. This indemnification clause is subject to the limitations imposed by A.R.S. § 34-226. To the extent that the provisions in the indemnification clause exceed those permitted by A.R.S. § 34-226, the provisions of A.R.S. § 34-226 control and those provisions shall be stricken from this Indemnification Clause. All other provisions of the clause shall remain in effect. It is the intent of the parties that the Contractor indemnify the Indemnitee to the maximum extent permitted by A.R.S. § 34-226.

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

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, Task 1-Conceptual Design and Task 2-Construction Documents will be completed between February 18, 2015 and March 25, 2015.

Task 3-Allowance Task-Stairs from Courthouse to Copper Administration Building will be completed no later than April 17, 2015 from the date of Notice to Proceed.

Tasks will be invoiced on a Lumped Sum Basis. County shall pay Consultant $48,885 for all Tasks as defined in this contract, plus $1,081.85 for reimbursables. 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.

Task Number	Consultant Task Description	Fee
1	Conceptual Design	$ 7,900
2	Construction Documents	$30,595
3	Stairs from Courthouse to Copper Admin Building	$ 3,240
6	Project Management/Coordination	$ 7,150
	Reimbursables (Based upon breakdown below)	$ 1,081.85
	Total all Tasks and Reimbursables	**$49,966.85**

<u>Reimbursable In-House Costs</u>

95% Submittal
25 – ½ size sheets x 12 sets @$0.30 per sheet.....$90.00

100% Submittal
25 – ½ size sheets x 12 sets @$0.30 per sheet.....$90.00

Deliveries/Mailing.....$ 250.00

Structural Design.....$ 400.00

Mileage
3 trips – 146 miles/trip @$0.575/mile.....$ 251.85

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 or creditors.
h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services for Design Related Tasks as outlined above will be performed for payment of **$49,966.85**.

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: The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract.

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.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMININSTRATION BUILDING

GILA COUNTY:

_____

Michael A. Pastor,
Chairman of the Board of Supervisors

ATTEST:

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

EPS GROUP:

Signature of Consultant

ELIJAH WILLIAMS
Print Name