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GILA COUNTY
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SERVICE AGREEMENT NO. 6880.102/4-2011

JANITORIAL SERVICES PAYSON ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 3rd day of May, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Moonlite Janitorial, of the City of Payson, State of Arizona.

WITNESSETH: That Moonlite Janitorial, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: Moonlite Janitorial will perform janitorial services for the Gila County Payson Administration building located at 610 East Highway 260, Payson, Arizona, 85541.

Services shall include but not be limited to the following:

- Wash Room
Clean and disinfect all commodes, urinals, sinks, faucets and dispensers
Clean and disinfect floors
Fill all paper dispensers
Replace trash can liners
- Offices
Pick up all trash and replace all trash can liners
Dust chair legs
Sweep hard surface floors
Wet mop hard surface floors
Vacuum carpet and mats
Clean entry door and mats
Clean light switch and door handles
Dust window frames

- Kitchen
Sink and counters will be maintained by County employees.

Janitorial service will supply:

- Cleaning products
- Vacuum
- Mops
- Rags

County will supply:

- Hand soap
- Trash bags
- Paper towels
- Toilet paper

ARTICLE III – SCHEDULE & FEES: The building shall be cleaned five (5) days a week, Monday-Friday, after 5:00 p.m.

The cost to provide janitorial services at 610 E. Highway 260 shall be \$1,100.00 billed monthly.

ARTICLE IV – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE V - INDEMNIFICATION CLAUSE: Contractor 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 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 VI – 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 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. Policy shall be endorsed to include master key coverage.
- b. 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".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

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 an 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. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$ _____

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.

- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - e. The bond or policy shall not contain a condition requiring an arrest and conviction.
- 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, Berthan DeNero, Risk Management, 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 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, Berthan DeNero, Risk Management, 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:** 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 VII – 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 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 VIII – 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 IX– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE X – 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.

ARTICLE XI– TERM: Contract shall be in effect for a period of one (1) from date approved by the Board of Supervisors. The County shall have the option to renew the contract for two (2) more one (1) year periods.

ARTICLE XII – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$13,200.00 . 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.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions. All invoices shall be submitted to Gila County, Accounts Payable, 1400 E. Ash St, Globe, Arizona and include contract number, purchase order number, and description of services provided.

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

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 Moonlite Janitorial, the County agrees to pay the amount of not more than \$ 13,200.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

MOONLITE JANITORIAL

Signature *Jeffrey Caspriel*

Print Name *Jeffrey Caspriel*