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GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
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1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022013-2
WEATHERIZATION PROJECT NO. HH#3526

THIS AGREEMENT, made and entered into this 27th day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, 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 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#3526, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: 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 4 - 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. 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. 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, 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 dsgroi@co.gila.az.us. 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 5 - 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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor 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 8 - 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 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker’s Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker’s Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$10,576.40 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

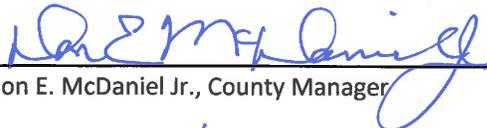
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022013-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

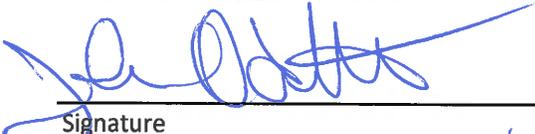
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/27/13

MOUNTAIN RETREAT BUILDERS



Signature

John O'Donnetts
Print Name

Estimate

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
 Globe AZ 85502
 Phone 928-606-4674

TO:
 Gila County Community Services Division
 Weatherization Program
 5515 S. Apache Ave. Suite #200
 Globe, AZ 85501
 928-425-7631

FOR: HH# 3526

Item #	DESCRIPTION	AMOUNT
1	Removing existing evaporative cooler and non functioning gas furnace and installing a 3 ton 14+ seer AC/Heat pump package unit on roof, this unit will be a Lennox brand unit. This system will be connected to a new r-8 flex duct system which will supply 8 registers and 1 return to the structure controlled by a new digital thermostat. This process will involve abandoning and sealing the current duct system to the structure because of the oversize nature of the duct. This existing duct will be sealed off to meet BAS. In addition a case of filters (12) supplied for the new ac system.	\$8000.00
2	Installing blown in insulation to a level of R-38. Current R value is R-0 due to the misalignment and voids. All current insulation (Batting R-11) will be realigned or removed to properly prepare surface for the installation of the blown fiberglass installation.	\$1400.00
3	Installing low cost / no cost measures which will include fixing T&P valve on water heater, sealing all roof jacks as needed.	\$250.00
4	Health and safety measures to be installed consist of a new CO detector and a new smoke detector.	
5	May need to install a special exhaust fan to create structure make-up air because the structure might be too tight. This fan runs constantly at low speed but kicks onto high when someone turns it on. This measure is not included. This would fall under health and safety. If needed, will incur a separate charge. Cost will be determined if needed.	
Sub Total		\$9650.00
TAX (9.6%)		\$926.40
TOTAL		\$10,576.40

Scope of Work

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR: HH# 3526

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3	Installing low cost / no cost measures which will include fixing T&P valve on water heater, sealing all roof jacks as needed.
4	Health and safety measures to be installed consist of a new CO detector and a new smoke detector.
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ATTACHMENT "A"

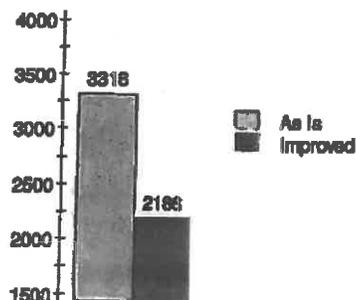
IMPROVEMENT ANALYSIS REPORT

Building Name:	16147	Date:	February 04, 2013
Owner's Name:	16147	Builder's Name:	William Nicholson
Property Address:	810 W. Paxton Ave. Miami, AZ 85501	Weather Site:	Globe, AZ
		File Name:	16147 Rem.big

Energy Costs (\$/yr)

End-Use	As Is	With All Improvements	Savings
Heating	2259	768	1492
Cooling	0	380	-380
Hot Water	349	349	0
Lights and Appliances	650	650	0
Photovoltaics	-0	-0	0
Service Charge	60	60	0
TOTAL	3319	2187	1131

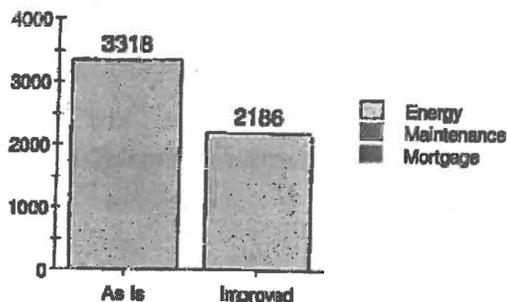
Total Costs (\$/yr)



Information For Lenders and Appraisers

Installed Cost of improvements (\$)	9400
Cost Weighted Life of Measure (Years)	16
Mortgage Term (Years)	0
Discount/Mortgage Rate (%)	2.000
Present Value Factor	13.4
Expected Annual Energy Savings (\$)	1131
Expected Annual Maintenance Costs (\$)	0
Expected Annual Savings (\$)	1131
Increased Annual Mortgage Costs (\$)	0
Present Value of Savings (\$)	15151
Expected Annual Cash Flow (\$)	1131

Cost Comparison (\$/yr)



IMPROVEMENT ANALYSIS REPORT

16147

Page 2

Recommended Improvements

Component	Life	Cost	Yr Savings	SIR
1. Ceiling 1: Attic	20	1400	473	5.5
Existing: Uninsulated Ceiling				
Proposed: R-38 Blown, Attic				
Measure: r-0 to r-38				
Group:	15	8000	658	1.1
2. Equip 2: HEAT:	15	8000		
Existing: Elec. Port. 1500 W				
Proposed: 36k 14seer 8.5hapt				
Measure: Portable Heat to ASHP				
3. Perf Adj 2: HEAT:	15	0		
Existing: 95.0 - 100.0				
Proposed: 100.0 Units As Spec.				
Measure: performance adjustment				
End Group				

Criteria

Ranking Criteria: SIR	Maximum \$ Limit: No Limit
Cutoff: 0	Measures: interactive

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC**STATEMENT AS FOLLOWS:****URRD**

2000.171_____	URRD12_93 06_01	\$ _____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	\$ <u>2,000.⁰⁰</u>	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	\$ _____	Minor repair - Srs./Cooler Program
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DOE/WAP

2000.171_____	DOE12_93 01_01	\$ _____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	\$ _____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	\$ _____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	\$ _____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP12_93 02_01	\$ _____	LIHEAP/WAP Admin
2000.171_____	LHP12_93 02_03	\$ <u>4,000.⁰⁰</u>	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	\$ _____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	\$ _____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	\$ _____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	\$ _____	APS Admin
2000.171_4320.84	APS13_03 04_03	\$ <u>4,576.40</u>	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	\$ _____	WAP SRP Program Operations
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ATTACHMENT "A"

HOME #308-11

2000.171_4240.10	OOHR11_04 01_03	\$ _____	HOME Travel
2000.171_4100.10	OOHR11_04 01_05	\$ _____	HOME Advertising
2000.171_4320.72	OOHR11_04 02_03	\$ _____	HOME Project 3 / Goodwin
2000.171_4320.72	OOHR11_04 02_04	\$ _____	HOME Project 4 / Mapes
2000.171_4320.72	OOHR11_04 02_05	\$ _____	HOME Project 5 / Kessler
2000.171_4320.72	OOHR11_04 02_06	\$ _____	HOME Project 6 / Williams
2000.171_4320.72	OOHR11_04 02_07	\$ _____	HOME Project 7 / Wallace
2000.171_4320.72	OOHR11_04 02_08	\$ _____	HOME Project 8 / Herrera

CDBG #144-11

2000.171_4240.10	CDBG11_07 01_03	\$ _____	CDBG Admin/Travel
2000.171_4100.10	CDBG11_07 01_04	\$ _____	CDBG Admin/Office Supply
2000.171_4260.10	CDBG11_07 01_05	\$ _____	CDBG Admin/Advertising
2000.171_4320.72	CDBG11_07 02_01	\$ _____	CDBG Project 1/Mendoza
2000.171_4320.72	CDBG11_07 02_02	\$ _____	CDBG Project 2/Seymour
2000.171_4320.72	CDBG11_07 02_03	\$ _____	CDBG Project 3/Kessler
2000.171_4320.72	CDBG11_07 02_04	\$ _____	CDBG Project 4/Morris

CDBG #174-10

2000.171_4240.10	CDBG12_07 01_03	\$ _____	CDBG Admin/Travel
2000.171_4100.10	CDBG12_07 01_04	\$ _____	CDBG Admin/Office Supply
2000.171_4260.10	CDBG12_07 01_05	\$ _____	CDBG Admin/Advertising
2000.171_4320.72	CDBG12_07 02_01	\$ _____	CDBG Project 1/Powell
2000.171_4320.72	CDBG10_07 02_02	\$ _____	CDBG Project 2/Williams
2000.171_4320.72	CDBG12_07 02_03	\$ _____	CDBG Project 3/ Miller
2000.171_4320.72	CDBG12_07 02_04	\$ _____	CDBG Project 4/_____

COFG #146-09

2000.171_4240.10	COFG10_82 01_02	\$ _____	City of Globe Other
2000.171_4320.72	COFG10_82 02_01	\$ _____	CDBG Project 1/DeSimone
2000.171_4320.72	COFG10_82 02_02	\$ _____	CDBG Project 2/Meeks
2000.171_4320.72	COFG10_82 02_03	\$ _____	CDBG Project 3/ Seymour

ATTACHMENT "A"

DESCRIPTIONS

4320.72	Rehab Grant
4320.81	Utility repair/deposit
4320.84	Home weatherization
4320.85	Emergency repair/H&S
4110.85	Op supply, safety supply (gloves, glasses, overalls, nails, bolts, misc. small items)
4120.30	Small tools, supplies (under \$50, hammers, wrenches, pliers, cameras)
4120.10	Equipment under \$5000 (blower doors, generators, larger office furniture)
4110.60	Vehicle fuel
4260.10	Legal Advertising