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(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 050713-3
FIBER INSTALLATION FOR PUBLIC WORKS COMPLEX

THIS AGREEMENT, made and entered into this 14th day of MAY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Gazda Data Solutions, Inc., of the City of Glendale, 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, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the IT Director or designee.

All work must be performed in conformance with industry standards and best practices. All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

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.

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
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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 June 30, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$3,796.80 for completion of the service as described in Article 1 - 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

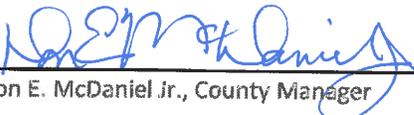
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 050713-3 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: 5/19/13

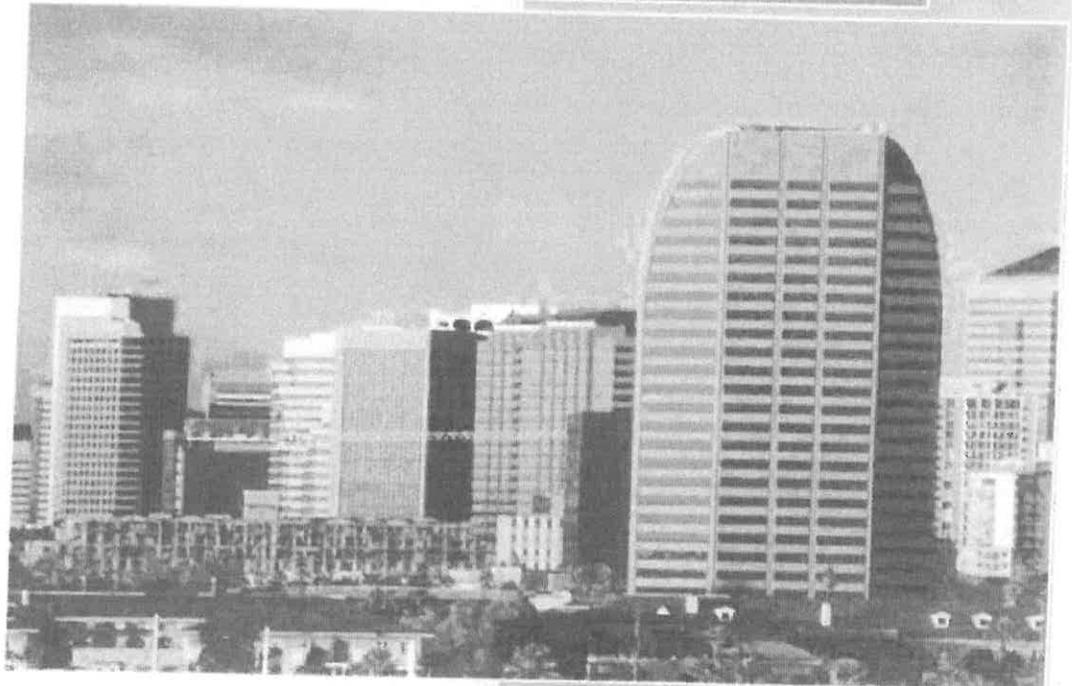
GAZDA DATA SOLUTIONS, INC.



Signature

Bruce E. Kilbourn
Print Name

GAZDA DATA SOLUTIONS, INC.



**Gila County
Public Works**

April 5, 2013

GAZDA DATA SOLUTIONS, INC.

Contents

CLIENT CONTACT INFORMATION: 3

Gazda Data Solutions, Inc: 3

Scope of Work: 6

Three Year Warranty of Workmanship 7

Manufacturer's Warranty 7

Terms and Conditions 8

Exclusions: 10

Cabling Project Pricing: 11

Acceptance 12

GAZDA DATA SOLUTIONS, INC.

Contact Information

CLIENT CONTACT INFORMATION:

Thomas Homan

745 N. Rose Mofford Way

Gila County Public Works , AZ 85501

Phone: 928-402-8515

Fax: 928-425-8104

E-mail: thoman@gilacountyva.gov

Gazda Data Solutions, Inc:

Ryan Bretz

Sales Manager

5624 N 54th Ave

Glendale, Arizona 85301

Phone: (623) 209-8200

E-mail: rbretz@gdscomm.com

GAZDA DATA SOLUTIONS, INC.

ABOUT US

Gazda Data Solutions is an experienced Arizona full-service physical layer installation and service company, with over 30 years of combined industry knowledge. We have a proven track record providing cost-effective solutions where quality products, expert installations and customer service are crucial.

Evaluation and deploying new technologies requires capability, experience, and resources. Many organizations lack one or more of these critical elements. Filling these gaps, or managing the entire project from inception to completion, is the role of Gazda Data Solutions. The GDS solutions combine highly skilled and qualified professionals with proven best practice methodologies developed through real world experience with our many clients. The results are projects that are delivered on time, on budget, within specifications and most importantly, a solution that aligns physical layer initiatives with our current and emerging business requirements and objectives.

OUR MISSION

Our mission at Gazda Data Solutions, Inc. is to install and support a state of the art technical solution, for today as well as tomorrow's needs, backed by a team of highly trained and certified technicians, implemented with our flexible support programs. Additionally, as a valued client, you will be supported in the future by a team dedicated to your success.

GAZDA DATA SOLUTIONS, INC.

Data cabling installation Category 3, 5E and 6

- Voice & Data cabling installation
- Full physical layer design and implementation (cabling)
- Testing to meet and exceed TIA/EIA T56-67 standards
- Documentation standards followed TIA/EIA 606

Fiber Optics

- Fiber optics in buildings, underground, and short Aerial runs
- Fiber optics splicing
- Full physical layer design and implementation (cabling)
- OTDR & Power meter light source testing

Security systems

- Card access
- Security systems
- Video surveillance with remote access
- Digital Video Recording

CCTV

- CCTV installation and design
- System balancing and design
- Head End design and implementation

Overhead paging

- Full paging systems for inside buildings and outside buildings
- Sound reinforcement systems

MDF and IDF

- Full build out and design of MDF's and IDF's
- Full build out and design of Data centers and Call centers

Local Area Network installation

- Full design and implementation
- Full hardware service and installation
- Data recovery

Wide Area Network installation

- Full design and implementation
- Full hardware service and installation
- Router Configuration and installation
- T-1 extensions and configuration

Residential installation

- Full design and implementation of Residential wiring needs
- Security
- Surround Sound
- Local Area Network
- Intercom Systems
- Music throughout the house
- Central Vacuum

Service

On all physical layer applications

GAZDA DATA SOLUTIONS, INC.

Scope of Work:

- Provide and install One (1) 1RU fiber rack mount enclosure in existing rack and Two (2) 6 panel duplex 10gig LC fiber panels for termination of fiber.
- Provide and install Three Thousand (3,000) ft of 1" innerduct with pull string to be installed in existing conduit.
- Provide and install Twelve Hundred (1200) ft of 6 strand multi-mode fiber.
- Termination of the fiber will be as follows: At the fiber panel all fibers will be LC type connectors
- Testing of the fiber will be tested with a Certified Fiber Tester. An approved certified fiber tester will certify the cables to an applicable ANSI EIA/TIA and BICSI cabling standard.
- We will provide labeling at the work area outlet and at the server cabinet to meet Gila County Public Works numbering scheme.
- We will provide certified cable test results for all fiber housed within binders as well as a digital copy burned on a labeled CD.
- We will provide an "as Built" drawing showing the all-new cable installation, numbering scheme and cable pathways (given that Gila County Public Works provides a floor plan).

GAZDA DATA SOLUTIONS, INC.

Three Year Warranty of Workmanship

GDS provides a three (3) year labor warranty on the workmanship of the cable plant project from the date that the work is performed. GDS will repair any defects that are direct results of labor workmanship. In the event of a warranty service call but no labor or material defect is found, GDS will invoice its standard hourly rate for the service call. The warranty repair work is valid only during regular business hours, which are Monday-Friday from 8am - 5pm MST. If needed, overtime rates are billed at time and a half with Sundays and holidays billed at double time rates.

Manufacturer's Warranty

If a certified structured cabling system is installed, the appropriate system manufacturer warranty will prevail. All claims for defective equipment and/or performance will be filed with the appropriate manufacturer. The quote is based on performing the Scope of Work during an 8-hour work day/ 40-hour workweek schedule. If needed, overtime rates are billed at time and a half with Sundays and holidays billed at double time rates.

GAZDA DATA SOLUTIONS, INC.

Terms and Conditions

- Regarding the scope of this project, a single point of contact will be established for both Gila County Public Works and GDS prior to the installation.
- A 50% deposit is required from Gila County Public Works in order for GDS to order all products and to schedule the work outlined above unless otherwise approved.
- GDS will in good faith deliver the products and services needed within the time specified, but will not be liable for any delay in delivery or failure to deliver caused by unavailability of materials, strike, Gila County Public Works, other trades, labor related difficulties, or forces of nature.
- If there are delays in the project due to other trades, GDS will invoice Gila County Public Works for a progress payment depending on the stage of the project. If the delay is during the beginning stage of the project, the 50% deposit will act as the progress payment; however, if the delay is during the final stage, GDS will ask for an additional 25% of the remainder 50% owed for the project.
- Project installation delays due to the Gila County Public Works will cause GDS to reschedule the project. The project will be rescheduled at the earliest convenience for Gila County Public Works and GDS.
- All change orders are work that is performed above and beyond the quote total.
- The Gila County Public Works shall provide accessibility to all work areas that affect the installation project. Delays caused by access difficulties may result in additional billable time. Any delays will immediately be brought to the Gila County Public Works attention.
- Prices quoted do not include any applicable sales taxes or bonds unless otherwise stated in the cost summary. GDS reserves the right to sub-contract qualified and approved labor resources to perform the tasks outlined.

GAZDA DATA SOLUTIONS, INC.

- All projects will be scheduled upon receipt of order (ARO). GDS will expedite installations at an additional charge to the Gila County Public Works. The additional charge will be 15% of the total project price. (Minimum charge to expedite is \$150.00)
- Firewall penetrations, core drilling, panduit and conduit are not included in this proposal unless otherwise stated. If any of these items are needed to complete the project, there will be additional charges. The additional charges will be billed on a time and materials basis. GDS assumes all walls are hollow and fishable, all conduits and designated pathways are accessible.
- If ceilings are solid or lock tile type, additional charges may apply due to the inaccessibility, unless otherwise stated in the scope of work. GDS assume all walls are hollow and fishable; all conduits and designated pathways are accessible. All hardware material costs are subject to change without notice 120 days from the date of this quotation. Changes in costs are determined by price increases by the hardware manufacturers and suppliers.

GAZDA DATA SOLUTIONS, INC.

Exclusions:

- Cutting and/or coring of concrete walls and/or floors except when indicated on Scope of Work.
- Any required conduit and/or surface raceway except when indicated on Scope of Work.
- Overtime labor cost (pricing is based on straight time labor only).
- All asbestos, if any exists, will have been removed prior to the cable installation performed by GDS
- No OSHA class II, III, IV, or I work will be required of GDS Safety orientation programs and costs that may be required by Gila County Public Works projects. Providing and/ or installing fire-stopping products other than those used to fill sleeves.
- Any changes made at Gila County Public Works request, which results in previously purchased material being surplus, could be subject to a restocking charge.
- If Gazda Data Solutions, Inc. does not supply the materials for Gila County Public Works project; a material handling charge may be passed on to Gila County Public Works.

GAZDA DATA SOLUTIONS, INC.

Cabling Project Pricing:

Gazda Data Solutions will be paid by the owner for the sum specified in the Project Cabling pricing section of this proposal for the work performed. This may include any change orders processed during the duration of the project. Once the project has started Gazda Data Solutions will submit a monthly invoice for product and labor delivered. This is base on project progress.

The owner must understand that Gazda Data Solutions will hold the owner liable for any payment in regards to this contract.

Upon completion of this project Gazda Data Solutions will provide a final invoice for the entire balance of this contract and other signed change orders.

The Project Cabling Price is for Cabling and Termination only and is valid for 30 days.

Material Project Price:	\$ 2,850.80
<u>Labor Project Price:</u>	<u>\$ 946.00</u>
Total Project Price: (Freight and taxes not included)	\$ 3,796.80

GAZDA DATA SOLUTIONS, INC.

Acceptance

Any changes to the scope of this project will require a change order form and must be signed by both The Gila County Public Works and GDS. This installation is based on the condition that GDS can install the communications wiring prior to the move to the new facility.

Sincerely,

Accepted By:  Date: 5/9/13
From: Gila County Public Works

Don E. McDaniel, Jr.
Print Name: Don E. McDaniel, Jr.