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GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 051413
BROADWAY ROAD SOUTH SIDEWALK

THIS AGREEMENT, made and entered into this 12th day of JUNE, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wantland & Sons Construction LLC, of the City of Payson, 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 Public Works 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. All work performed by Contractor shall be in conformance with industry standards and best practices.

Scope of Work: Refer to Request for Quote No. 051413 attached, and Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Request for Quote No. 051413 attached, and 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
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 on June 30, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$16,225.67 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. 051413 has been duly executed by the parties hereinabove named, on the date and year first above written.

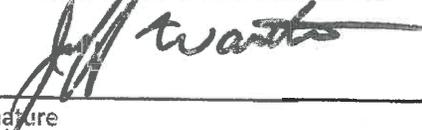
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/14/13

WANTLAND & SONS CONSTRUCTION LLC



Signature

Jeff Wantland

Print Name

REQUEST FOR QUOTE NO. 051413
GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of replacing existing sidewalk on South East corner of Broadway and El Camino in Claypool, AZ. for ADA compliance.

Location: S.E.C. of Broadway and El Camino
Claypool, AZ

Scope of Work and Specifications:

- Per Attachment "A", Scope and Drawings
- Contractor is to use the Bid Schedule on Page 1 of Attachment "A" to submit their quote.
- A mandatory walk through is required. Please contact Mike Gillette, Project Manager at 928-200-3249 to schedule a site visit. If vendor does not complete a mandatory site visit, the County will not accept their bid.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a projected cost.

QUOTE DUE DATE: Please email or fax quote by, Wednesday, May 29, 2013 to,
Jeannie Sgroi, dsgroi@co.gila.az.us, fax 928-425-7056

Contractor Name:	<u>Wentland & Sons Construction LLC</u>		
Contractor Address:	<u>PO Box 1632, Payson Az 85541</u>		
Contractor Phone #:	<u>928-978-1609</u>	Email Address:	<u>haleaccounting@Gmail.com</u>
Contractor Signature:	<u>[Signature]</u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$	<u>11,265.48</u>	(TAXES INCLUDED)
MATERIAL COST	\$	<u>4,960.19</u>	(TAXES INCLUDED)

ATTACHMENT "A" TO REQUEST FOR QUOTE NO. 051413
 SCOPE, BID SCHEDULE & DRAWINGS
 PAGE 1 OF 5

Broadway Sidewalk:

Demo:

- Remove and dispose of 200lf x 8ft of existing sidewalk.
- Remove and dispose of on existing abandoned water meter box.
- Protect in place existing buildings and walls.

Construct:

- 200lf x 8ft of sidewalk and vertical curb and gutter per mag standard detail 230 (field modified), 220-1
- One 12ft and one 16ft driveway entrance per mag standard detail 250-2
- One ADA curb ramp per mag standard detail 235-5 (field modified)
- stucco repair

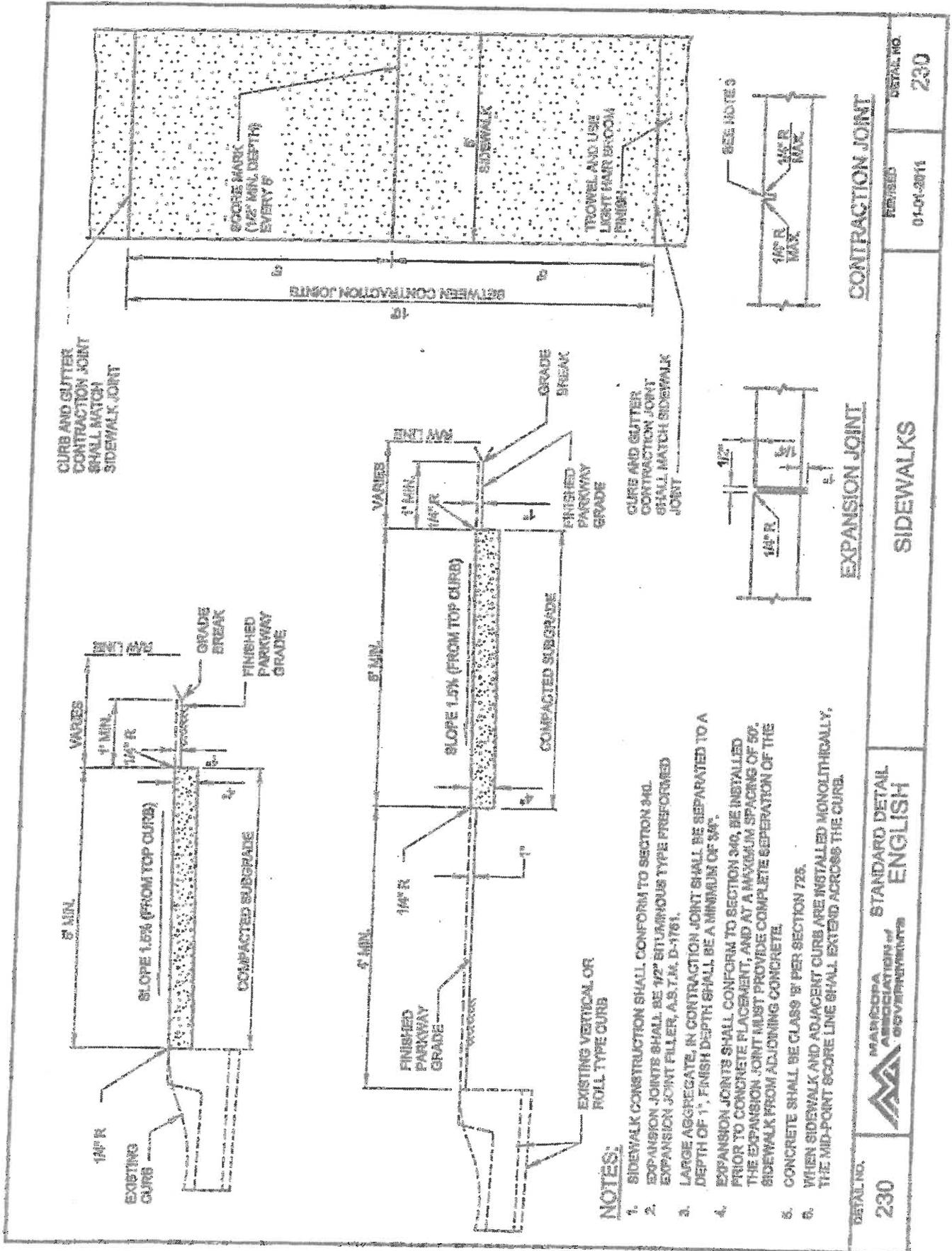
Scope:

The project is located on the south east corner of Broadway and El Camino and consists of removing and replacing approximately 200lf of existing sidewalk. The project duration will be three weeks and work hours will be 7am until 5pm Monday thru Friday. The contractor shall get a Right of Way permit from the Gila County Public Works Engineering Department, at no cost, prior to beginning work. The contractor shall protect in place all existing structures including walls and buildings. The contractor shall demo and remove approximately 200lf of existing concrete sidewalk. Gila County will accept demoed concrete at a location specified by Gila Count near the Russell Gulch Landfill at no cost. The contractor shall construct 200lf of sidewalk and vertical curb and gutter per modified mag standard detail 230 and mag standard detail 220-1 over 6 inches of ADOT class 2 ABC per mag specification section 310. The contractor shall construct one 12ft and one 16ft driveway entrance per mag standard detail 250-2 locations shall be specified by Gila County. The contractor shall construct one ADA curb ramp per modified mag standard detail 235-5. Compaction and concrete testing will be performed by Gila County with 24 hour minimum notice. The contractor shall include in their bid a square foot price for stucco repair. All bids shall include a unit price breakdown however, the bid will be awarded based on a not to exceed lump sum amount.

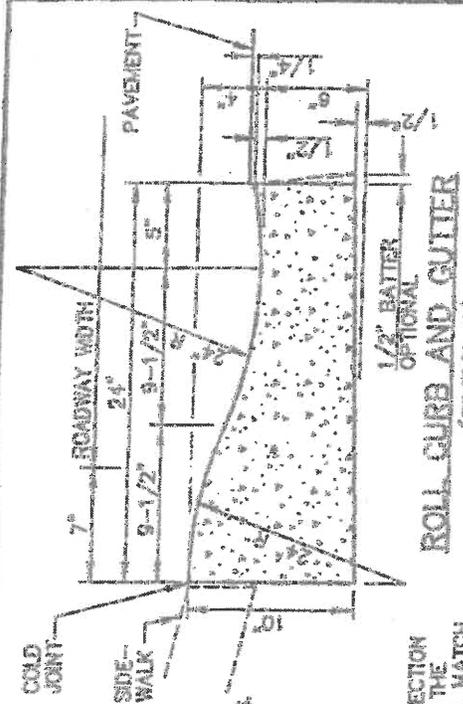
Bid schedule:

Tax included

Bid Item	Description	Unit Price	Unit	Extended Price
1	Demo	3.1786	1600 sq ft	5085.76
2	Sidewalk/Curb	4.2381	1472 sq ft	6238.48
3	12ft Driveway	NA	N/A	0
4	16ft Driveway	4.5030	128 sq ft	576.38
5	ADA ramp	317.87	1	317.87
6	Stucco repair	1.2715	20 sq ft	25.43
7	Saw Cut Existing Pavement	1.0595	208 ft	220.38
8	Traffic Control	105.96	1	105.96
9	MAG Class B concrete	121.847	30 yards	3655.41

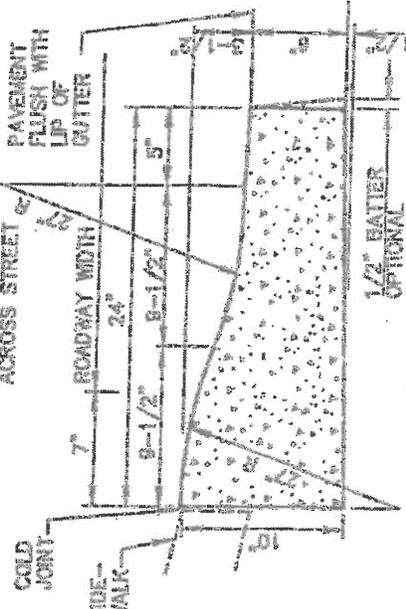


DETAIL NO.	230	STANDARD DETAIL	ENGLISH
REVISION	01-01-2011	SIDEWALKS	CONTRACTION JOINT
DETAIL NO.	230		



**ROLL CURB AND GUTTER
(TYPE C)**

SPECIAL SECT. USE FOR HIGH SIDE CURBS WITH SHEET DRAINAGE ACROSS STREET



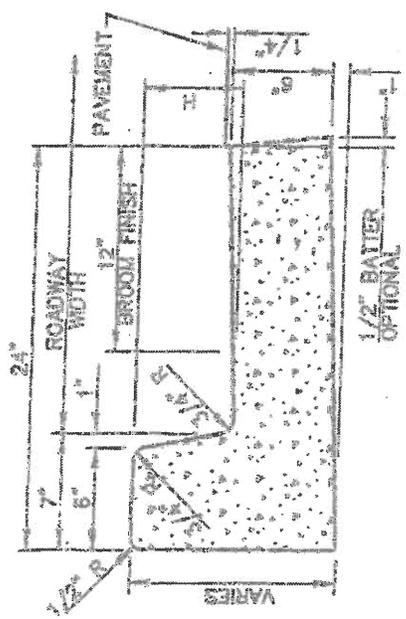
**RIBBON CURB
(TYPE B)**

NOTES: (C & D)

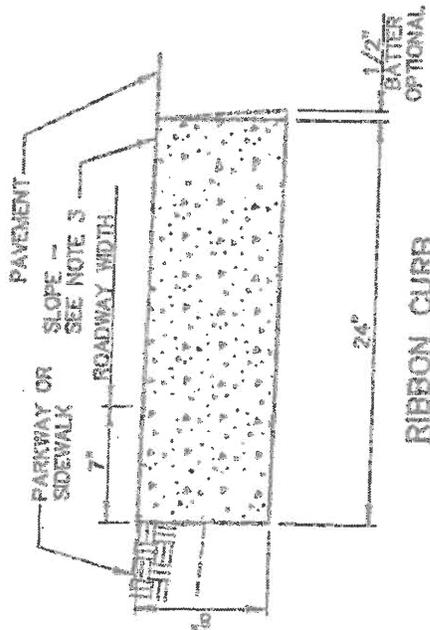
1. ALL WORK AND MATERIALS SHALL CONFORM TO SECT. 304, 505 AND 725. BROOM FINISH TO EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAXIMUM.
3. EXPANSION JOINTS AS PER SECT. 340.
4. CLASS 'B' CONCRETE PER 725.

- NOTES: (TYPE A)**
1. ALL EXPOSED SURFACES TO BE IRONBEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
 2. H=6" OR AS SPECIFIED ON PLANS.
 3. CONTRACTION JOINT SPACING 10' MAXIMUM.
 4. EXPANSION JOINTS AS PER SECT. 340.
 5. CLASS 'B' CONCRETE PER 725.
 6. WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.

- NOTES: (TYPE B)**
1. CONSTRUCT CURB AND INSTALL 1/2" MASTIC EXPANSION JOINTS, A.S.T.M. D-1751, SECT. 340.
 2. BROOM FINISH ALL SURFACES.
 3. RIBBON CURB MAY SLOPE TOWARDS PAVEMENT OR PARKWAY AS INDICATED ON PLANS.
 4. CONTRACTION JOINT SPACING 10' MAXIMUM.
 5. CONCRETE SHALL BE CLASS 'B' PER SECT. 725 AND INSTALLED PER SECT. 505.



**VERTICAL CURB AND GUTTER
(TYPE A)**



**RIBBON CURB
(TYPE B)**

DETAIL NO. 220-1	STANDARD DETAIL ENGLISH	REVISED 01-01-2007	DETAIL NO. 220-1
CURB AND GUTTER TYPES A, B, C AND D			