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1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 070113-1
ICE MACHINE-PURCHASE AND INSTALL

THIS AGREEMENT, made and entered into this 03rd day of July, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Commercial Refrigeration Service, Inc., of the City of Phoenix, 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 Facilities and Land Management 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 must be performed in conformance with industry standards and best practices.

Scope of Work: Contractor shall all provide labor and materials, to install a Manitowoc Model RN0408A and all accessories, as identified on Attachment "A" to Service Agreement No. 070113-1, by mention made a binding part of this agreement as set forth herein, at the Gila County Court House in Globe, Arizona.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 070113-1, 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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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 - 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13- TERM: Contract shall be effective date signed by the County Manager and terminates thirty (30) days later.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$4,892.92 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. 070113-1 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:

7/3/13

COMMERCIAL REFRIGERATION SERVICE, INC.



Signature

Christopher McDowell

Print Name

Commercial Refrigeration Service, Inc.

2501 W Behrend Drive Suite 39
 Phoenix, AZ 85027-4148
 (623) 869-8881 - Phone
 (623) 869-8882 - Fax
 sales@icecubes.net

Distributors of Commercial Ice Systems



Estimate

Date	Estimate #
06/18/2013	45940CRM
Exp. Date	
08/30/2013	

Address
 Gila County Facilities Management
 1400 East Ash Street
 Globe, AZ 85501

Ordered By
 Betty Hurst

Quantity	Description	Rate	Amount
1	• Manitowoc Model RN0408A Modular Nugget Ice Machine	3,018.00	3,018.00T
1	• Manitowoc Model B570 Ice Storage Bin	888.00	888.00T
1	• Manitowoc P/N K-00365 - Bin Adapter to Fit 22" Ice Machine on 30" Ice storage Bin	81.00	81.00T
1	• Standard Installation in Globe, AZ includes 10" 5 micron carbon block water filtration system • Factory warranty: 3 year part warranty 2 year labor warranty 5 year part warranty on compressor	575.00	575.00
		SubTotal	\$4,562.00
		Tax (8.3%)	\$330.92
		Total	\$4,892.92

Accepted By

Accepted Date

Phone: 623-869-8881

<http://WWW.iceCubes.NET>

Fax: 623-869-8882



Distributed By:
 Commercial Refrigeration Service, Inc.
<http://www.IceCubes.NET>
 toll free: 866-IceMakers
 (866) 423-6253
 (623) 869-8881

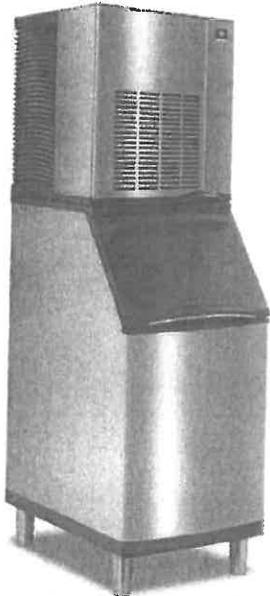


RN-Series 400 Nugget Ice Machine

RN-Series 400 Nugget Ice Machine

Models

RN-0408A



RN-0408A Nugget Ice Machine on B-420 Bin



RN-0408A Nugget Ice Machine on Servend SV-250 Dispenser

Standard Features

- Up to 385 lbs. (175 kgs) daily ice production.
- Only 22" (55.9 cm) wide.
- Evaporator is designed for maximum quality and operating life.

Warranty

- 3-year parts.
- 2-year labor.
- Compressor parts for 5 years and labor for 2 years.

Specifications

BTU Per Hour: 5,000
 Compressor:
 Nominal rating: 1/2 HP
 Refrigerant: R404A

Operating Limits:
 • Ambient Temperature Range:
 50°-100°F (10.0°C-37.8°C)
 • Water Temperature Range:
 45°-90°F (7.2°-32.2°C)
 • Water Pressure Ice Maker
 Water In:
 Min. 20 psi (137.9 kPa)
 Max. 70 psi (483 kPa)

Ice Machine Electric

115/60/1 ice machines are factory pre-wired with a 7' (2m) power cord and NEMA 5-20 right angle plug configuration.
 Total Amps: 11 amps
 Maximum fuse size: 20 amps

Ice Shape

- Nugget Ice provides a softer, chewable texture while still providing maximum cooling effect.
- 5/8" (1.59 cm) diameter cylindrical-shaped nugget with average length of approximately 1" (2.54 cm).



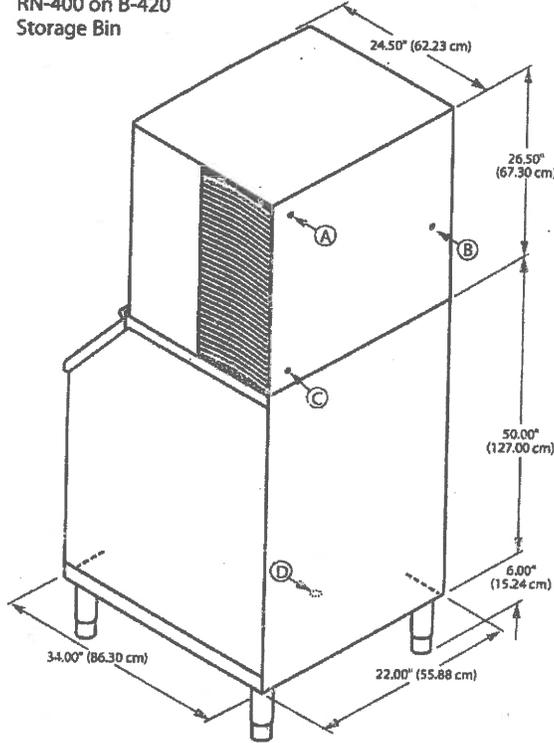
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RN-Series 400 Nugget Ice Machine

RN-400 on B-420 Storage Bin



- Ⓐ 3/8" F.P.T. Ice Making Water Inlet
- Ⓑ Electrical Entrance
- Ⓒ 3/4" M.P.T. Ice Making Water Drain
- Ⓓ 3/4" Bin Drain

Installation Note -
Minimum installation clearance: Top/sides: 8" (20.32 cm), back: 5" (12.7 cm).

Dispenser Note -
Verify with the dispenser manufacturer that the correct agitator and deflector kit for nugget ice dispensing is included with your dispenser purchase.

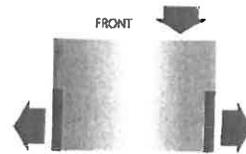
Space Saving Designs



	RN-400 B-320	RN-400 B-420
Height	123.00" 312.42 cm	153.50" 389.89 cm
Width	22.00" 55.88 cm	22.00" 55.88 cm
Depth	34.00" 86.30 cm	34.00" 86.30 cm
Bin Storage	210 lbs. 95 kgs	310 lbs. 141 kgs

Height includes adjustable bin legs 6.00" to 7.00"
(15.24 to 17.78 cm) per at 6.00" (15.24 cm)

Air Flow Top View



Specifications

	Model	Ice Shape	Ice Production 24 Hours		Power Usage kWh/100 lbs.@90°Air/70°F	Potable Water Usage/ 100 lbs. 45.4 kgs of ice
			70°Air/ 50°F Water	90°Air/ 70°F Water		
AIR-COOLED	RN-0408A	Nugget	385 lbs.	294 lbs.	6.38	12.6 Gal.
			175 kgs	133 kgs		47.7 L

Order ice storage bin separately. *A* following model number indicates "Air" condensing unit. Will not accept AuCS accessory.

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Ice Storage Bins

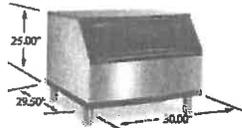
Ice Storage Bins

Model

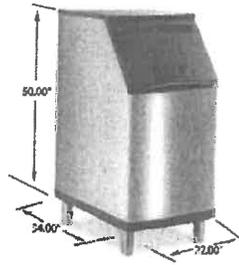
- B-170
 B-320
 B-400
 B-420
 B-570
 B-970
 C-730

B-Style

.75" (1.90 cm) Bin drain



B-170
150 lbs. (68 kgs)



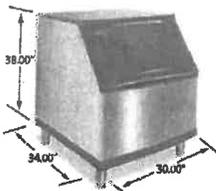
B-420
310 lbs. (141 kgs)



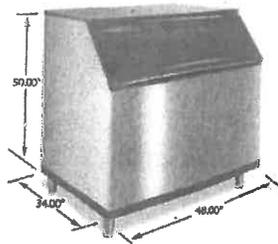
B-320
210 lbs. (95 kgs)



B-570
430 lbs. (195 kgs)



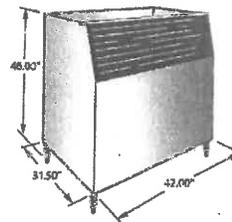
B-400
290 lbs. (132 kgs)



B-970
710 lbs. (323 kgs)

C-Style

.75" (1.90 cm) Bin drain



C-730
560 lbs. (254 kgs)

Ice Machine Deflectors Required

S-Series 450, 500, 600, 850, 1000, 1200	K-00347
S-Series 1400, 1600, 1800	K-00349
1470C, 1870C, 2170C	K-00383 for side-by-side ice machines. K-00382 for one ice machine.
3070C, 3300	K-00391

Bin Leg Options

4" (10.16 cm), 6" (15.24 cm) and 12" (30.48 cm) adjustable legs in painted and stainless steel and 2.5" (6.35 cm), and 7.625" (19.37cm) casters available for most models. Contact factory for model number and order information.

Warranty

Bin & Accessories: 3 Year Parts & Labor.



2110 South 26th Street
 PO Box 1720
 Manitowoc, WI 54221-1720 USA

Tel: 1.920.682.0161
 Fax: 1.920.683.7589

www.manitowocice.com





Distributed By:
 Commercial Refrigeration Service, Inc.
<http://www.IceCubes.NET>
 Toll Free 866-IceMakers
 Phone 623-869-8881



Ice Storage Bins

B-Style

Soft durometer trim around opening helps silence bin door closing. Convenient stay-open design keeps bin door out of the way while scooping ice. Internal scoop holder stays above ice line for easy access and better sanitation. DuraTech™ stainless finish exterior is durable, corrosion resistant and attractive.

Bin Model	Capacity		Fits S-Series Ice Cube Machine Indicated															Dimensions					
																		Height		Width		Depth	
	lbs.	kgs	300	322	422	450	500	600	850	1000	1200	1400	1470C	1600	1800	1870C	2170	in.	cm.	in.	cm.	in.	cm.
B-170	150	68	*	3	3	*	*											25	63.50	30	76.20	29.50	74.92
B-320	210	95		*	*													38	96.52	22	55.88	34	86.36
B-400	290	132	*	3	3	*	*	*	*	*	*							38	96.52	30	76.20	34	86.36
B-420	310	141		*	*													50	127	22	55.88	34	86.36
B-570	430	195	*	3	3	*	*	*	*	*	*							50	127	30	76.20	34	86.36
B-970	710	323	1			1	1	2	2	2	2	*	4	*	*	4	4	50	127	48	121.92	34	86.36

- 1 K-00369 adapter required.
- 2 K-00370 adapter required.
- 3 K-00365 adapter required.
- 4 K-00385 adapter required.

One set of legs included. Adjustable from 6.00" to 7.75" (15.24 to 20.32 cm). included with bin.
 Storage capacity is based on 80% of total volume x 30 lb/ft³ average density of ice.

C-Style

DuraTech™ stainless finish exterior is durable, corrosion-resistant and attractive. Bin door, although rectangular, is gray ABS to match S-Series ice machine trim color. C-Style bin does not include scoop holder, bin door design, or rounded corner enhancements included with S-Style or B-Style design. Bin leg is bullet design, adjustable from 6.00" to 7.75" (15.24 cm to 19.685 cm) and painted black. Bin liner is one-piece (seamless) "rotocast" polyethylene. Liner won't rust, dent, chip, crack or discolor.

Bin Model	Capacity		Fits S-Series Ice Cube Machine Indicated					Dimensions					
								Height		Width		Depth	
	lbs.	kgs	S322 S422	S300 S450 S500	S600 S850 S1000 S1200	S1400 S1600 S1800	S1470C S1870C S2170C	in.	cm.	in.	cm.	in.	cm.
C-730S	560	254	6	5	5		7	46	116.84	42	106.68	31.50	80.01

- 5 C-730 includes K-00023 adapter to mount 30" ice machine.
- 6 K-00117 adapter required.
- 7 K-00386 adapter required.

Gray painted 6.00" (15.24 cm) bullet legs included, adjustable from 6.00" to 7.00" (15.24 to 17.78 cm).
 Storage capacity is based on 80% of total volume x 30 lb/ft³ average density of ice.

2718G ©2010 Manitowoc 1/10 Continuing product improvement may necessitate change of specifications without notice.

2110 South 26th Street
 PO Box 1720
 Manitowoc, WI 54221-1720 USA

Tel: 1.920.682.0161
 Fax: 1.920.683.7589
www.manitowocice.com

