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(928) 474-2029

Michael A. Pastor, District II
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(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
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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. 071113

ANNUAL VEHICLE LIFT INSPECTIONS
AND
ANNUAL LIFT SAFETY TRAINING PROGRAM

THIS AGREEMENT, made and entered into this 17TH day of JULY, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mohawk Automotive Lifts Southwest**, of the City of **Tempe**, 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 Gila County Timber Shops 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, as identified on Attachment "A" to Service Agreement No. 071113, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 071113, 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 January 01, 2014 and expires June 30, 2014.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$525.00** 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. 071113 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: 7/17/13

MOHAWK AUTOMOTIVE LIFTS SOUTHWEST

Signature

MIKE GREEN

Print Name

Mohawk Automotive Lifts Southwest

Sales – Service – Inspections - Training

Mohawk Automotive Lifts Southwest provides our customers the service of annual lift safety inspections along with safety training classes. We have received numerous calls from cities, state and federal government as well as many commercial and private garages to perform this work. The following information explains what is needed to fulfill the OSHA lift requirements.

All automotive and equipment lifts are required to be inspected under the OSHA general duty Clause section 182.653, sub section 2.

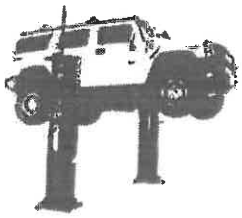
The standard that OSHA has adopted is the American National Standard Institute/ Automotive Lift Institute standards known as the ANSI/ALI ALOIM 2000. In the section 5.3 / 5.4 / 5.5 of the American National Standard booklet, Qualified Inspection Frequency; it states the following:

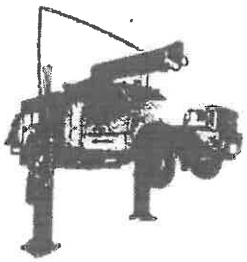
Inspections must be performed by a qualified company, i.e. manufacturers' distributors or service organizations that have been installing and servicing automotive lifts. All lifts are to be inspected by a qualified lift inspector as a "*MINIMUM ANNUAL REQUIREMENT*".

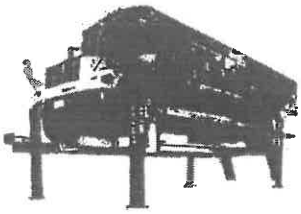
Mohawk Automotive Lifts Southwest does NOT report to OSHA on the condition of your lifts. The purpose of the lift safety inspection is to let you know the condition of your lifts so if you are to have a visit from OSHA, they can see that you are following their guidelines.

Mohawk Automotive Lifts Southwest offers an affordable combination that allows your lifts to be certified and PM serviced at the same time. If you have any questions about pricing or OSHA guidelines, feel free to call us at any time.

Mohawk Automotive Lifts Southwest
Serving Arizona
(480) 332-7402







"WE'RE SERIOUS ABOUT TECHNICIAN AND VEHICLE LIFT SAFETY"

Mohawk Automotive Lifts Southwest

SALES - SERVICE - INSPECTIONS - TRAINING

Mohawk Automotive Lifts Southwest provides our customers vehicle lift safety classes to help your facility comply with current OSHA standards. As with annual lift safety inspections, employee training is also required on a yearly basis. Our staff is certified for training and inspection of vehicle lifts, and we can tailor a program to meet your specific needs and wishes.

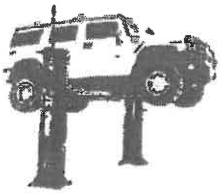
Our annual lift safety training program consists of:

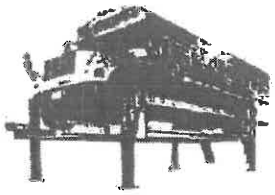
1) ***24 minute video "Lifting It Right"***
2) ***25 question test for each participant***
3) ***Question and answer session for any questions or comments***
4) ***Completed file folder with all tests for your records***
5) ***Reminder call 1 month before annual training is due the following year***

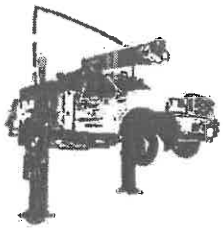
Let Mohawk Automotive Lifts Southwest tailor a plan for your training, lift certifications and safety needs. Working with us will help ensure you are running your facility with preventative safety measures and employee safety in mind.

I would be happy to set up an appointment to look at your current program, or to get one started for your particular facility. Feel free to call with any questions you may have.

Mike Green
Mohawk Automotive Lifts Southwest
Serving Arizona
(480) 332-7402







"WE'RE SERIOUS ABOUT TECHNICIAN AND VEHICLE LIFT SAFETY"

MOHAWK AUTOMOTIVE LIFTS SOUTHWEST
TEMPE, AZ 85283
(480) 897-1740
mohawkaz@msn.com

PRICE LIST FOR YEARLY OSHA INSPECTION OF ALL AUTOMOTIVE LIFTS

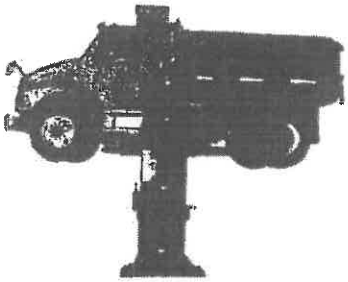
INSPECTION PRICE INCLUDES UP TO ½ HOUR OF PM SERVICE, TO INCLUDE MINOR REPAIRS, ADJUSTMENTS, AND LUBRICATION OF THE LIFT

2 Post Above Ground Lifts – Under 20,000 lbs.	$175.00
4 Post Above Ground Lifts – Under 20,000 lbs.	$175.00
2 and 4 Post Heavy Duty Lifts – 20,000 lbs. & Over	$200.00
Mobile Column and Parallelogram Lifts	$245.00
4 Post Heavy Duty Lifts – Over 40,000 lbs.	$245.00
In Ground Light Duty Lifts – 10,000 lbs. & Below	$175.00
In Ground Heavy Duty Lifts – Over 10,000 lbs.	$200.00
In Ground Fore and Aft Heavy Duty Truck Lifts	$200.00

These prices are based on three or less lifts per inspection location. If there are more than three lifts per shop, price will be given for a quantity discount of 10%. Additional charge for out of town travel may apply.

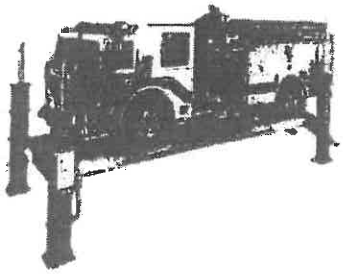
THIS INSPECTION IS NOT INTENDED AS A GUARANTEE AGAINST FAILURE OR MALFUNCTION. ITS PURPOSE IS TO VERIFY THAT THE LIFTS HAVE BEEN MAINTAINED IN A REASONABLE AND SAFE MANNER. IN ADDITION, THEY ARE PERFORMED TO CALL YOUR ATTENTION TO REPAIRS THAT MAY NEED TO BE CORRECTED WHERE SUCH CAN BE DETERMINED BY USUAL AND ORDINARY EXAMINATION METHODS. THE INSPECTION COMPANY OR INSPECTOR ASSUMES NO LIABILITY FOR THE USE OR OPERATION OF ANY LIFTS.

Great News From Mohawk Automotive Lifts Southwest!

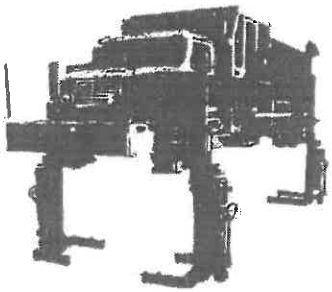


MOHAWK LIFTS

Mohawk Heavy Duty Lifts are now available on an Arizona cooperative purchasing agreement, state contract #6405. What does this mean for your fleet facility?

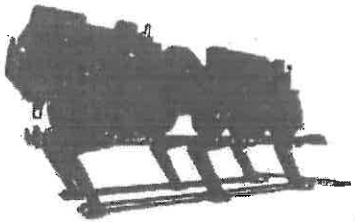


- No Bidding Process. Lifts can be purchased directly from Mohawk with us as your contact, support, warranty and installation service.
- Guaranteed lowest pricing for government entities
- No freight concerns, freight is included in pricing
- Quantity discounts available for multiple purchases
- Credit Cards are accepted
- All lifts are ALI certified
- Lifts include Two-Posts, Four-Posts, Mobile Column, Parallelogram, Scissor and In-Ground

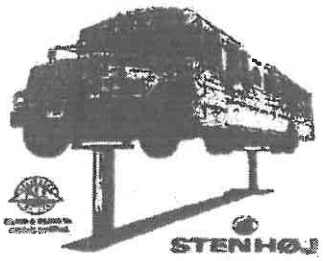


For more information, visit www.mohawklifts.com/gov and click on the State of Arizona or call locally:

Mike Green 480-332-7402



"Heavy Duty Lifts and Equipment"



Mohawk Automotive Lifts Southwest, 702 E. Chilton Dr., Tempe, AZ 85283 Ph. (480) 332-7402 Fax: (480) 897-9720