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

SERVICE AGREEMENT NO. 122313
MAJOR REHABILITATION PROJECT NO. HH#7654

THIS AGREEMENT, made and entered into this 08th day of JANUARY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation Project No. HH#7654, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 122313, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 122313, 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:

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- WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished hereunder shall conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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 expires June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 122313 is for a total flat fee of \$44,122.50 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, three (3) identical counterparts of Service Agreement No. 122313, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 8 day of JAN., 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.



Art Rodriguez


Print Name

Gila County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



**RESPEC
Work Summary**

Case Number:

BID TOTAL \$: \$44,122.50

Property Information:

**613 W. Summit St.
Payson AZ 85541-**

Jurisdiction: Town of Payson

Target Area: General Area

Census: 1

Owner:

**Todd Police
613 W. Summit St.
Payson AZ 85541-**

Phone: (928)468-2313

Mobile:

BID OPENING DATE

CONTRACTOR INFORMATION

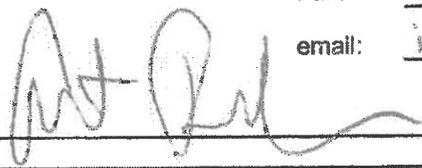
Name: RODRIGUEZ CONSTRUCTIONS INC

Address: P.O. Box 13
Miami, AZ 85539

Voice: 928-425-7244

Fax: 928-425-5337

email: info@rodriguez-az.com

Contractor Signature: 

Date: 12/17/13

Mobile Home

Unit info:

Single Family

Owner

Police Todd

613 West Summit St. Payson

Phone: (928)468-2313 Work Phone:

Interior | Mobile Home | Single Family | Site | General Requirments

1	000000000	0 NA	0	\$ _____
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2	000000001	0 NA	0	\$ _____
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Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3	000000002	0 ea	0	\$ _____
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Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

4	000000003	0 1	0	\$ _____
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ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Interior | Mobile Home | Single Family | Site | Porch

5	001007008	0 SF	0	\$ <u>7,500.00</u>
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Replace Porch Structure

Remove existing East porch "DECK" structure and replace with new structure. including roof Install pressure treated 2" x 8" joists 16" O.C. supported by pier posts, set on a approved footer; number and size according to dimensions. Install T & G yellow pine decking; 4 x 4 posts on cleats, frame out roof members and sheath with 1/2" CDX and cover with specified covering to match trailer. Roof only installed on the east side.

Total for: Site	\$ <u>7,500.00</u>
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Interior | Mobile Home | Single Family | House | Roof Repairs

6	0070010004	0 SF	0	\$ <u>12,500.00</u>
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Reroof

Secure existing roofing - remove existing evap cooler and jack, waterline, electrical for cooler, any other debris. extend all flue pipes and plumbing vents ect. install 4" of high density ridged foam board and install new metal 24 gauge roofing making sure to over lap the existing moulding on the side of the original roofing material.

Interior | Mobile Home | Single Family | House | Exterior Side Walls

7	0010050002	0 SF	0	\$ <u>5,600.00</u>
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Replace existing siding with Wood Siding

Remove existing metal siding and replace with new horizontal or vertical beveled siding. Include sheathing paper. Install as per manufacturer's recommendation.

8	0010060015	0 LF	0	\$ <u>4,650.00</u>
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Replace Skirting with new insulated skirting

Remove existing skirting, pull all nails; replace with new Rapped wall insulated skirting as to manufactures instructions and ventalization code.

Interior | Mobile Home | Single Family | House | Windows

9	0010100001	0 NO	0	\$ <u>800.00</u>
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Install 2 New Vinyl Replacement Windows

install new vinyl, double pane double hung window in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

1 4x4 in kitchen =

1 14x40 opaque in bathroom

Interior | Mobile Home | Single Family | House | Mechanical

10	006011	0	0	\$ <u>960.00</u>
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Seal furnace cabinet

Remove and seal furnace cabinet and plenum against air infiltration. Prior to any HVAC work to be done

11	0120040002	0 ea	0	\$ <u>9,637.50</u>
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Install Heat Pump 2 Ton System

Install new Electric air handler or can possibly be a single package unit and Heat pump system, per manufactures instructions, include 14 Seer heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. NOTE: Unit size may round up to nearest 1/2 ton, but must not be undersized.

2) electrical supply must be a dedicated circuit.

3) unit must have a minimum 30 inch front clearance, when installed.

4) check the temp. rise and match to the unit (PMI)

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

RESPEC Estimate Report

Cr #: _____

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size all ducts for best performance (PMI)

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber with a cover
- 3) filter to be of common, readily available size

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

12	0180170017	0	0	\$	<u>350.00</u>
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Exhaust fan

Install a exhaust fan in the kitchen for stove.

Interior | Mobile Home | Single Family |House |Interior Walls

13	0010020009	0 SF	0	\$	<u>800.00</u>
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Repair Paneling

Remove damaged material and replace with new material to match existing.
Install using paneling adhesive and matching colored paneling nails.
Install as above or according to any additional Manufactures instructions.

(May have to remove paneling from closet or area where is as noticeable and make repairs to match, then install new where removed as not to be noticeable!)

14	0010020012	0 LF	0	\$	<u>600.00</u>
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Repair Inside Corner

Remove all defective material and replace with new materials to match existing.

Interior | Mobile Home | Single Family |House |Floor

15	0010140014	0	0	\$	<u>725.00</u>
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Repair floor

Bedroom floor pull back carpet and replace prior patch with correct material seal and replace

Total for: House	\$	<u>40,687.50</u>
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Total for: Interior	\$	<u>3,435.00</u>
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Job Total Cost: \$	<u>44,122.50</u>
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