SERVICE CONTRACT NO. 051725

JANITORIAL SERVICES FOR NORTHERN AND SOUTHERN GILA COUNTY (SHORT TERM)

FACILITIES & LAND MANAGEMENT

THIS CONTRACT, made and entered into this 17th day of June, 2025, by and between Gila County, a political subdivision of the State of Arizona (hereinafter designated as "County") and Jani-Serv, Inc., of the City of Chandler, State of Arizona (hereinafter designated as "Contractor").

WITNESSETH: Contractor, for and in consideration of the sum to be paid to them by County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for themselves, their heirs, administrators, successors, and assigns, as follows:

SCOPE OF SERVICES

Contractor shall provide the products and/or services listed in the Scope of Work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of County under the direction of the **Facilities & Land Management** department or designee.

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

Scope of Work: This contract is intended to establish a short-term, stop-gap agreement for the continuation of janitorial services to various Gila County sites in Northern and Southern Gila County, allowing County the time to complete the formal solicitation process for a long-term contract.

The Scope of Work includes the following services and their associated fees:

Site Name	Est. Sq. Ft.	Address	City	Service Hours	Monthly Fee
Central Heights Complex/WIC Building	24,334	5515 S Apache Ave	Globe	5:00-7:30 AM 5:00-10:00 PM	$2,180.60
Copper Building	36,704	1350 Monroe St	Globe	5:00-7:30 AM 5:00-10:00 PM	$1,980.40
Facilities/Sign Shop	13,250	725 N Rose Mofford Way	Globe	5:00-7:30 AM 5:00-10:00 PM	$221.61
Public Works Administration/IT Complex	32,464	745 N Rose Mofford Way	Globe	5:00-7:30 AM 5:00-10:00 PM	$1,178.81
Globe Courthouse	108,694	1400 E Ash St	Globe	5:00-7:30 AM 5:00-10:00 PM	$4,624.48
Guerrero Building	5,976	1400 E Ash St	Globe	5:00-7:30 AM 5:00-10:00 PM	$587.04
Payson Administration Building	6,500	608 & 610 E Hwy 260	Payson	5:00-7:30 AM 5:00-10:00 PM	$1,100.91
Payson Courthouse	11,967	714 S Beeline Hwy	Payson	5:00-7:30 AM 5:00-10:00 PM	$2,368.34
Payson Health Department	2,840	110 W Main St	Payson	5:00-7:30 AM 5:00-10:00 PM	$160.29
Payson Probation/Teen Center	5,772	112 W Cedar Ln	Payson	5:00-7:30 AM 5:00-10:00 PM	$977.61
Tommie Cline Martin Complex	11,000	707 S Colcord Rd	Payson	5:00-7:30 AM 5:00-10:00 PM	$1,863.09
Twin Pines Office Suites	2,850	514 S Beeline Hwy	Payson	5:00-7:30 AM 5:00-10:00 PM	$487.79

Young Road Shop/SO Substation	1,280	46777 N AZ Hwy 288	Young	5:00-7:30 AM 5:00-10:00 PM	$325.00

Additional Service	Est. Sq. Ft.	Service Description	City	Service Hours	Monthly Fee
Globe County Courthouse Day Porter	N/A	Day Porter/Supervisor/ Liaison with County	Globe	8:00 AM-5:00 PM	$4,333.33

Optional On-Call Service	Est. Sq. Ft.	Address	City	Rate
Fairgrounds-Event Driven	15,000	900 E Fairgrounds Rd	Globe	$24.50 per man hour
Additional On-Call Cleaning Services	Any	Any	Any	$24.50 per man hour
Carpet Cleaning	Any	Any	Any	Starts at $0.25 per sq ft
Strip and Wax VCT	Any	Any	Any	Starts at $0.50 per sq ft
Strip and Wax Epoxy, Concrete	Any	Any	Any	Starts at $0.50 per sq ft
3M or Screen & Finish Wood	Any	Any	Any	Starts at $2.75 per sq ft
Scrub/Wax VCT, Epoxy, Concrete	Any	Any	Any	Starts at $0.42 per sq ft
Upholstery Cleaning	Any	Any	Any	Prices vary depending on size
General Window Cleaning	Any	Any	Any	Starts at $6.00 per pane
Construction Window Cleaning	Any	Any	Any	Starts at $10.00 per pane
Solar Panel Cleaning	Any	Any	Any	Starts at $4.00 per panel
Pressure Washing	Any	Any	Any	Starts at $250.00 per hour

UNIFORM TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

Attachment means any item the Solicitation requires the Responder to submit as part of the Offer.

Contract means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments.

Contract Amendment means a written document signed by the Gila County Board of Supervisors, the County Manager, Chief Financial Officer, or their designee that is issued for the purpose of making changes in the Contract.

Contractor means any person who has a Contract with the County.

County means Gila County and any Department or Office of the County.

County Board of Supervisors means the contracting authority for the County. The County Manager is authorized to sign contracts and amendments up to $50,000 on behalf of the Board of Supervisors.

Days means calendar days unless otherwise specified.

Director means the Finance Director (Chief Financial Officer) for Gila County.

Exhibit means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

Fiscal Year means the period beginning July 1 and ending June 30.

Gratuity means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Materials means all property, including equipment, supplies, printing, insurance, and leases of property, but does not include land, a permanent interest in land or real property, or leasing space.

May means something that is not mandatory but permissible.

Office or User Department means the County elected official's office or County division responsible for managing the Contract and/or the project.

Offer means bid, proposal, or quotation.

Procurement Officer means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

Responder means a vendor who responds to a Solicitation.

Services means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

Shall, Will, Must means a mandatory requirement.

Should means something that is recommended but not mandatory.

Solicitation means an Informal Bid Request ("IBR"), Invitation For Bids ("IFB") either formal or informal, a Request For Proposals ("RFP"), Request for Qualifications ("RFQ"), or a Request for Quotations ("RFQ").

Subcontract means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

ARTICLE 2 - CONTRACT INTERPRETATION

2.1 Arizona Law. This Contract shall be governed by the law of the State of Arizona and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by County and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or written shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

ARTICLE 3 - CONTRACT ADMINISTRATION AND OPERATION

3.1 Notice to Proceed/Ordering Authority. Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

3.2 Acknowledgment. Each party acknowledges that the party's dated signature on the Contract is intended to fully find that party to the entire Contract.

3.3 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.4 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and six (6) years thereafter, Contractor's or any subcontractor's books and records shall be subject to audit by County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.5 Certification of No Forced Labor. Contractor does not currently, and agrees for the duration of this Contract that they will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

Contractor further agrees that if Contractor becomes aware, during the term of the Contract, that Contractor is not in compliance with this Certification, Contractor shall notify the County within five (5)

business days after becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

3.6 Confidentiality of Records. Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by County as confidential or privileged. Contractor shall establish and maintain procedures and controls that are acceptable to County for the purpose of assuring that no information contained in its records obtained from County or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by County.

3.7 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

3.8 Drug-Free Workplace Program. Contractors are hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for contractors doing business with the County to ensure the safety and health of employees working on its contracts/projects. Contractor shall require a drug-free workplace for all employees working under the Contract. Specifically, all Contractor employees who are working under this Contract shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future contracts/projects.

3.9 Facilities Inspection and Materials/Service Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines noncompliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection. All material or service is subject to final inspection and acceptance by County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of Contractor.

3.10 Israel Boycott Certification. Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of

this certification by Contractor may result in action by County up to and including termination of this Contract.

Contractor further agrees that if Contractor becomes aware, during the term of the Contract, that Contractor is not in compliance with this Certification, Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

3.11 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. § 41-4401 and § 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 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 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 Section by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always 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 ensure 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 Section shall be the responsibility of Contractor.

3.12 Non-Discrimination. Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

3.13 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant backup services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

3.14 Ownership of Intellectual Property. Any and all intellectual property including, but not limited to, copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and County shall be considered the creator of such intellectual property. The Gila County department requesting the issuance of this Contract shall own (for and on behalf of the County) the entire right, title, and interest to the Intellectual Property throughout the world. Contractor shall notify County within thirty (30) days of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not County without the express written authorization of the Gila County department requesting the issuance of this Contract.

3.15 Property of the County. Any materials including reports, computer programs, and other deliverables created under this Contract are the sole property of County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without prior written consent of County.

3.16 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by County at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

ARTICLE 4 – COST

4.1 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.2 Applicable Taxes. Contractor shall be responsible for paying all applicable taxes.

Gila County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by Contractor. Contractor shall, and shall require all subcontractors to, hold County harmless from: any responsibility for taxes, damages, and interest, if applicable; contributions required under federal and/or state or local laws and regulations; and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.3 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.4 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by Contractor; cancel the Contract; or cancel the Contract and resolicit the requirements.

ARTICLE 5 – CONTRACT CHANGES

5.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by Contractor, either directly or indirectly, shall be considered employees or agents of Contractor and not County. Nothing contained in any contract or joint venture agreement shall create any obligation on the part of County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of County's position within fifteen (15) days of receipt of written notice.

ARTICLE 6 – RISK AND LIABILITY

6.1 Risk of Loss. Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the Purchase Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

6.2 Indemnification. Contractor agrees to defend, indemnify, and hold County, its elected officials, officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of Contractor resulting from the acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the Contract.

Contractor shall assume risk of loss until delivery to County's facility. Contractor shall do nothing to prejudice County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of County in obtaining recovery. In any instance where Contractor has accepted a tender from County, Contractor agrees to update County during the course of the litigation and to timely notify County of any issues that may involve the independent negligence of County that is not covered by the tender.

Without limiting the foregoing, Contractor shall, without limitation, at its expense defend County against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and shall, without limitation, pay the costs, damages, and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against County's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life of not less than five (5) years, and plus any additional costs County may incur to acquire substitute supplies or services.

6.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed via certified mail, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent, that such delay or failure is caused by force majeure.

6.4 Third Party Antitrust Violations. Contractor assigns to County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6.5 Care of County Property. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of Contractor or its employees.

ARTICLE 7 – WARRANTIES

7.1 Liens. Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, Contractor warrants that, for two (2) years after acceptance by County of the materials, they shall be: of a quality to pass without objection in the trade under the Contract description; fit for the intended purposes for which the materials are used; with the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as the Contract may require; and conform to the written promises or affirmations of fact made by Contractor.

7.3 Quality of Work. Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this Contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions. The Responder shall work closely with County, and provide all reports and documents, including proposed corrective work through County Chief Financial Officer or their designee.

7.4 Fitness. Contractor warrants that any material supplied to County shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

7.5 Inspection/Testing. The warranties set forth in paragraphs 7.1 through 7.3 of this section are not affected by inspection or testing of or payment for the materials by County.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permit requirements.

7.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Gila County under this Solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

7.8 Survival of Rights and Obligations After Contract Expiration or Termination. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

ARTICLE 8 – COUNTY'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If County in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

8.2 Stop Work Order. County may, at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-Exclusive Remedies. The rights and remedies of County under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. County shall be entitled to offset against any sums due to Contractor, any expenses or costs incurred by County, or damages assessed by the County concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs, and damages described in the Uniform Terms and Conditions.

ARTICLE 9 – CONTRACT TERMINATION

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

9.2 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

9.3 Suspension or Debarment. County may, by written notice to Contractor, immediately terminate this Contract if County determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify County.

9.4 Termination for Convenience. County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, and notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract shall become the property of and be delivered to County upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default. County reserves the right to terminate any part or all of a contract resulting from this Solicitation if Contractor fails to carry out any term, promise, or condition of the Contract. County will issue a written Notice of Default to Contractor if, in the opinion of County, Contractor:

9.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this Solicitation.

9.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

9.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the Contract.

9.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

9.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.

9.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this Solicitation.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give County cause to cancel this Contract.

If County terminates the Contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the Contract from the open market, to complete required work itself or have it completed at the expense of Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

9.6 Continuation of Performance Through Termination. Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

ARTICLE 10 – CONTRACT CLAIMS

All claims and controversies shall be subject to the Gila County Procurement Policy.

ARTICLE 11 – ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this Section.

SPECIAL TERMS AND CONDITIONS

ARTICLE 12 – INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all 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 Contractor, their 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. County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, their agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

12.1 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

12.1.1 **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

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."**

12.1.2 **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
• Each Accident	$100,000
• Disease – Each Employee	$100,000
• Disease – Policy Limit	$500,000

Policy shall contain a **waiver of subrogation** against the County of Gila.

12.1.3 **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	$1,000,000

Policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor."**

12.1.4 **Professional Liability (Errors and Omissions Liability)**

• Each Claim	$1,000,000
• Annual Aggregate	$2,000,000

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.

12.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

12.2.1 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 Contractor even if those limits of liability are in excess of those required by this Contract.

12.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

12.2.3 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

12.3 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, cancelled, reduced in coverage, or endorsed to lower limits except after thirty (30) days' prior written notice has been given to County. Such

notice shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** and shall be sent by certified mail, return receipt requested.

12.4 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona with an "A.M. Best" rating of not less than B+ VI. County does not warrant that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.5 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by 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 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 Procurement, 1400 E Ash St, Globe AZ 85501** or email to otodd@gilacountyaz.gov. The County project and Contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

12.6 Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

12.7 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 13 – NOTICES

All notices or demands upon any party to this Contract shall be made in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

JANI-SERV, INC.
Attn: Robert Twilley
3120 North Arizona Avenue #105
Chandler, Arizona 85225

GILA COUNTY
Attn: County Manager
1400 East Ash Street
Globe, Arizona 85501

An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

ARTICLE 14 – PAYMENT/BILLING

14.1 Contract Amount. Contractor shall be paid an amount not to exceed $111,946.78 for completion of the projects as outlined in the Scope of Work.

14.2 Invoice Instructions. All invoices shall be submitted to Gila County Accounts Payable, 1400 E Ash St, Globe, AZ 85501 and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

14.3 Alterations to Scope of Work. Any alterations to the Scope of Work resulting in a change in cost must have prior written approval by County. Any unauthorized work may result in nonpayment to Contractor.

14.4 Payment Terms. Gila County employs a "Net 15" payment term for services, meaning the payment will be issued fifteen (15) days from the date County receives the invoice from Contractor. Purchase orders sent to Contractor reflect these terms and conditions.

14.5 IRS Form W-9. Contractor shall have a current IRS W-9 form on file with County unless not required by law. County shall not remit payment if Contractor does not have a current W-9.

ARTICLE 15 – TERM

This Contract commences on July 1, 2025, and remains in effect through November 30, 2025, unless terminated earlier pursuant to this Contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Stephen Christensen, Chairman

ATTEST:

Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office

JANI-SERV, INC.

Robert Twilley (May 30, 2025 10:33 PDT)

Signature

Robert Twilley

Printed Name

President

Title

05/30/2025

Date Signed