

CITY OF LITCHFIELD PARK
ANNUAL SERVICES CONTRACT

This Contract is entered into as of this 7th day of December, 2023, by and between the City of Litchfield Park, Arizona, ("Litchfield Park") and Guadalupe Ross, ("Contractor").

In consideration of the mutual promises made in this contract, Litchfield Park and Contractor agree as follows:

- 1. Agreement.** This contract is an on-call contract. Specific Services will be authorized by a written quote upon acceptance by the City Representative or an Authorization for Services in the form attached hereto as Exhibit A. Acceptance of a written quote by the City Representative or delivery of a signed Authorization for Services shall constitute Contractor's authorization to proceed with the Services described in such quote or Authorization for Services. Litchfield Park does not guarantee any amount of work under this contract. All Services shall be performed in compliance with applicable laws and regulations.
- 2. Contract Price.** The contract price for all Authorizations for Services during the term of this contract shall not exceed \$25,000.00 per fiscal year. Contractor agrees that all quotes for Services submitted by Contractor incorporate the terms and conditions of this contract. Litchfield Park may require that Contractor execute an Authorization for Services, which will be attached to this contract as Exhibit A and shall include the contract price for specific Services and additional details required for the Services. If Contractor supplies any materials that are not included in the contract price, a description of the materials and the price of the materials shall be set forth on the written quote or Authorization for Services. Invoices for Services shall be submitted to the Litchfield Park's Representative within thirty (30) days from the completion of the Services described in a written quote or an Authorization for Services. Invoices shall reference this contract and dates when the Services were performed shall be included. Payment will only be made for completion of satisfactory Services.
- 3. Quality.** All Services shall be of good quality and free of defects, performed in a diligent and professional manner, and performed only by persons holding valid licenses required to perform the Services.
- 4. Contractor Responsible to Know Conditions.** Contractor shall tour the site where the Services are to be performed and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Litchfield Park of any constraints associated with the Services site.
- 5. Representatives.** Litchfield Park Representative for this contract is the City Engineer. The Contractor representative for this contract is Guadalupe Ross. All communications between the parties shall be through these representatives.

6. Subcontracts. Contractor's subcontracts shall be set forth in the written quote accepted by the City Representative of the Authorization for Services. Any modification to the list of Subcontractors requires the written consent of the Litchfield Park.

7. Business Licenses. Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes.

8. Independent Contractor. Contractor agrees it is an independent Contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

9. Contract Term; Completion of Services. This Contract commences on December 11, 2023 and terminates on December 31, 2024, unless extended by the City Representative. City Representative may extend this Contract for up to three (3) one-year extensions at the sole discretion of the City Representative. All Services in a quote or an Authorization for Services shall be complete on or before the date set forth in the quote or Authorization for Services.

10. Change Orders. Litchfield Park may, by written change order, make changes in the Services, in which case a written change order shall be executed setting forth the change to the Services and the adjusted contract price. No services outside the Services described in a quote or an Authorization for Services shall be performed without a prior change order.

11. Insurance Representations and Requirements.

11.1 General. Contractor shall purchase and maintain, at its own expense, the minimum insurance coverage required by this Paragraph 11 with insurance companies licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Litchfield Park. All insurance coverage, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, claims arising out of the performance of this Contract, Litchfield Park, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract. All insurance required herein shall be maintained in full force and effect until all Services are satisfactorily performed, completed and formally accepted by the Litchfield Park. Contractor's insurance shall be primary, noncontributory insurance as respects performance of subject Contract. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Litchfield Park, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Prior to commencing

any Services, Contractor shall furnish Litchfield Park with Certificate(s) of Insurance. Such Certificate(s) shall identify the Contract and be sent to Litchfield Park:

11.2 Minimum Required Coverage:

Commercial General Liability: \$150,000 for each occurrence covering all personnel employed by the Contractor.

Vehicle Liability: \$100,000 each occurrence on Contractor's owned, hired, and non-owned vehicles, \$100,000 per occurrence coverage for personal injury and \$25,000 per claim, \$50,000 per occurrence for property damage insurance.

Workers' Compensation Insurance: Statutory

12. Termination. Litchfield Park may terminate this contract or any part for convenience upon written notice to Contractor. Upon receipt termination notice, Contractor shall immediately stop work and shall be paid for satisfactory Services completed.

13. Litigation. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

14. Immigration Law Compliance Warranty: Contractor shall comply with applicable laws. Contractor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full.

15. Notices. Any notice to be given shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, as follows:

LITCHFIELD PARK:

City Manager
City of Litchfield Park
214 W. Wigwam Boulevard
Litchfield Park, AZ 85340

CONTRACTOR:

Guadalupe Ross
401 Redondo Drive South
Litchfield Park, AZ 85340

The address may be changed by either party by serving notices as provided above.

16. Controlling Law. This Contract is to be governed by the laws of the State of Arizona.

17. Acceptance. If work is rejected by Litchfield Park due to noncompliance with the contract, Litchfield Park, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the contract and pay Contractor only for work properly performed.

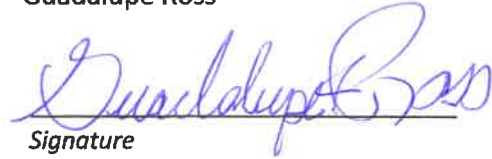
18. Warranty. Contractor warrants all Services for a period of one (1) year following final acceptance by Litchfield Park. Upon receipt of written notice from Litchfield Park, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from Litchfield Park, Litchfield Park may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein.

19. Indemnification. Contractor shall indemnify, defend and hold harmless Litchfield Park, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Contractor of the contract, except any such injury or damages arising out of the sole negligence of Litchfield Park, its officers, agents or employees.

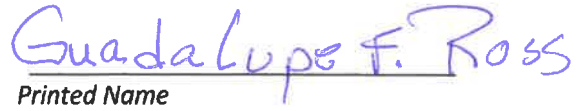
CITY OF LITCHFIELD PARK

Matthew Williams, City Manager

CONTRACTOR
Guadalupe Ross



Signature



Printed Name

ATTEST:

Terri Roth CMC, City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorney
By: Joseph D. Estes

EXHIBIT A
FORM OF AUTHORIZATION FOR SERVICES

Description of specific Services for this job (include specific Services to be provided for this job): Civil Engineering & Public Works Inspection Services

Location: Various City locations

Start Date: December 11, 2023

Completion Date: December 31, 2024, unless extended

Contract Price: Hourly at \$45.00 per hour plus mileage at the then current Federal reimbursement rate, not to exceed \$25,000.00 per fiscal year during the term of this contract.