PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL MIRAGE
AND
W.W. WILLIAMS COMPANY, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of **October 1, 2024,** between the City of El Mirage, an Arizona municipal corporation (the "City") and **W.W. Williams Company, LLC** (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, **"FIRE APPARATUS MAINTENANCE & REPAIR SERVICES"** (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for Fire Apparatus Maintenance & Repair Services (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until **September 30, 2025** (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any

and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the

same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three- year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any

auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of

Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written

approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of El Mirage
10000 N El Mirage Rd
El Mirage, Arizona 85335
Attn: City Clerk

With copy to: City of El Mirage Fire Department
13601 N El Mirage Rd
El Mirage, Arizona 85335

Attn: Fire Chief

If to Consultant: The W.W. Williams Company, LLC
400 Metro Place North, Ste. 201
Dublin, OH 43017
Attn: Megan Wajda
Senior Attorney & Corporate Secretary
mwajda@wwwilliams.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its

subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand ($100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF EL MIRAGE,
an Arizona municipal corporation

J C Dyches
CRYSTAL DYCHES, City Manager ATTEST:

Date: 9/17/24

Sharon Sates
SHARON SATES, City Clerk

"**Consultant**"

W.W. Williams Company, LLC

Date: 9/23/24

David Ruff, Divisional Vice President,
Southwest, Northwest, and Mexico

Attachment A

City of El Mirage Fire Department Fleet As of 5.1.2024

CITY ID #	MAKE	MODEL	APPARATUS TYPE	YEAR	APPROX. MILES	APPROX. HOURS	VIN	ENGINE	TRANS.	PUMP/GENERATOR/ TANK
4424	FORD	F-550	Engine Type 6	2008	48973	4691	1FDAW57R48EC14424	6.4L V8 Powerstroke	TorqShift	Hale HPX-200B18
6398	Ford	Escape	Staff SUV	2009	72022	N/A	1FMCU03799KA46398	2.5L 4cyl		N/A
744	FERARRA	Inferno Fire Engine	Engine Type 1	2010	87812	9557	1F9504728AH140744	Cummins ISM500	Allison 4000EV	Hale Qmax-150 / 500gal Gen: Harrison MCR-10KW
8165	DODGE	Ram 3500	Utility Body P/U	2012	46157	4507	3C7WDSCLXCG308165	6.7L Cummins	68RFE	N/A
3716	Dodge	Ram Crew Cab	P/U	2017	29077	1174	1C6RR7XT5HS573716	5.7L V8 HEMI	65RFE	N/A
6672	PIERCE	Impel Pumper	Engine Type 1	2016	78483	8276	4P1BAAFF2GA016672	Cummins L9	Allison 16D08	Waterous CSU 1500 / 750 gal
9019	Ford	Explorer	Staff SUV	2018		N/A	1FM5K7B88JGB69019	3.5L V6		N/A
1743	Ford	F250	P/U	2019	27296	2210	1FT7W2BT8KEC51743	6.7L V8 Powerstroke	TorqShift	N/A
7513	FORD	F150 1/2 PU	P/U	2018	25739	N/A	1FTFW1EG2KLF37513	3.5L V6 EcoBoost		N/A
2836	Ford	Explorer	Staff SUV	2022	5586	234	1FMSK7DH4NGB92836	2.3L I4 EcoBoost		N/A
3929	HME	5F-22 Pumper	Engine Type 1	2023	2599	111	44KFT4289PWZ23929	Cummins L9	Allison 3000EVS	Hale Qmax 200-23x / 1000 gal
NA	Future Aerial	Future Aerial	Aerial							

Attachment B- Service Schedule

Chassis -- Steering Components

Task	Check	Service Schedule	Completion Date
Steering Linkage & Tie Rods		A/B	
Steering Box Mounting		A/B	
Steering System Plumbing Leaks		A/B	

Chassis -- Tire/Wheels

Task	Check	Service Schedule	Completion Date
Tire & Wheel Conditions		A/B	
Lug Nuts for Torque		A/B	
Tire Tread Depth		A/B	
Tire Pressure		A/B	
Rotate Tires		A	

Chassis -- Driveline

Task	Check	Service Schedule	Completion Date
Driveline U-Joints & Yokes		A/B	
Driveline Carrier Bearings		A/B	
Differential Oil Level & Leaks		A/B	

Chassis -- Brakes

Task	Check	Service Schedule	Completion Date
Brake Condition		A/B	
Brake Adjustment & Operation		A/B	
Air Brake Valves and Tanks		A/B	
Lubricate Brake Pedal Pivot Pin		A	
Drain Air Tanks & Check Air Dryer		A/B	
Air Brake Lines & Chambers		A/B	
Air Brake Leaks & Buildup		A/B	
Hydraulic Brake Leaks		A/B	
Hydraulic Brake Components		A/B	
Parking Brake Operation		A/B	

Chassis -- Transmission

Task	Check	Service Schedule	Completion Date
Transmission Mounting & Condition		A/B	
Transmission & Plumbing Leaks		A/B	
Transmission Lock-Up System		A/B	

Chassis -- Fuel

Task	Check	Service Schedule	Completion Date
Fuel Tank & Plumbing Leaks		A/B	
Fuel Tank Mounting		A/B	

Chassis -- Front Axle

Task	Check	Service Schedule	Completion Date
Front Spring & Shock Condition		A/B	
Front Wheel Bearings & King Pins		A/B	
Ball Joints		A/B	

Chassis -- Rear Axle

Task	Check	Service Schedule	Completion Date
Rear Spring Condition		A/B	
Rear Spring Torque Tubes & Shocks		A/B	
Axle Flanges & Cross Members		A/B	
Frame Rails & Cross Members		A/B	
Tie Rods & Ends		A/B	
Walking Beam		A/B	

Chassis -- Exhaust System

Task	Check	Service Schedule	Completion Date
Exhaust System & Muffler		A/B	

Cab & Body -- Cab

Task	Check	Service Schedule	Completion Date
Cab Mounting & Tilt Mechanism		A	
Cab Frame & Sheet Metal		A/B	
Cab Hoist Motor Solenoid Voltage Drop		A/B	
Door Mounting & Latches		A/B	
Cab Glass Condition		A/B	
Cab Seat Condition & Mounting		A/B	
Seat Belt Condition & Mounting		A/B	
Steering Wheel Mounting & Alignment		A/B	
Horn Operation		A/B	
Throttle Controls & Linkage		A/B	
Window Operation		A/B	
Transmission Shift Controls		A/B	
Windshield Wipers & Washer		A/B	
Mirror Condition, Mounting & Function		A/B	

Cab & Body -- Body

Task	Check	Service Schedule	Completion Date
Compartment Door Latches		A/B	
Compartment Door & Hinge Condition		A/B	
Body Compartment Condition		A/B	
Step & Auxiliary Equipment Condition		A/B	
Equipment/Ladder Rack Condition/Operation		A/B	
Grab Handles		A/B	
Compartment Seal Condition		A/B	

Cab & Body -- Electrical

Task	Check	Service Schedule	Completion Date
Headlights, Low/High Beams		A/B	
Parking and Clearance Lights		A/B	
Tail & Stop Lights		A/B	
Back-Up Lights & Alarm		A/B	
Turn Signal & Hazard Operation		A/B	
Cab Scene Lighting		A/B	
Cab Emergency Warning Lights		A/B	
Body Emergency Warning Lights		A/B	
Body Scene Lighting		A/B	
Step Lighting		A/B	
Compartment Lighting		A/B	
Audible Warning Devices & Mounting		A/B	
Do Not Move Indicator Light		A/B	
Seat Belt Monitoring		A/B	

Climate Control Systems

Task	Check	Service Schedule	Completion Date
Check A/C Operation		A/B	
Check A/C Sight Glass		A/B	
Check A/C Hoses and Routing		A/B	
Check Compressor and Mounting		A/B	
Check for Leakage		A/B	
Heater & Defroster Operation		A/B	
Heater Valves		A/B	

Winch Systems

Task	Check	Service Schedule	Completion Date
Winch Mounting		A/B	
Winch Wire or Synthetic Rope		A/B	
Rollers and Guides		A/B	
Lubrication		A	
Power Supply Cable		A/B	
Remote Control Cable		A/B	
Attachment Points		A/B	

Road Operation

Task	Check	Service Schedule	Completion Date
Engine Oil Pressure		A/B	
Engine Coolant Temperature		A/B	
Tachometer Operation		A/B	
Transmission Shifting		A	
Brake Operation		A/B	
Drive Line Vibration		A/B	
Air Compressor Operation		A/B	
Air Compressor Governor Setting		A/B	
Speedometer Operation		A/B	
Shimmy or Front-End Noises		A/B	
Clutch Fan or Shutter Operation		A/B	
Engine Compression Brake		A/B	

Pump & Water Tank

Task	Check	Service Schedule	Completion Date
Pump Shift Indicator Lights		A/B	
Transmission Lock-Up System		A/B	
Pump Transmission Shift Cylinders or Motor		A/B	
Pump Transmission		A/B	
Pump Panel Tachometer & Engine Gauges		A/B	
Engine Speed Counter		A/B	
Pump Panel Electrical Switches & Panel Lights		A/B	
Master Gauges		A/B	
Discharge Gauges		A/B	
Water Tank Level Indicators		A/B	
Pump Plumbing		A/B	
Pressure Control Device Operation		A/B	
Transfer Valve Operation		A/B	
Intake Relief Valve Operation		A/B	
Primer Operation		A/B	

Task	Check	Service Schedule	Completion Date
Perform Dry Vacuum Test		A	
Primer Motor Solenoid		A/B	
Pump Packing		A/B	
Mechanical Pump Seal		A/B	
Discharge & Intake Valves		A/B	
Valves, Linkage, Remote Rods & Pivot Rods		A/B	
Drain Valves		A/B	
Tank to Pump Valve		A/B	
Tank Fill Valve		A/B	
Auxiliary Cooler		A/B	
Suction Strainer		A/B	
Pre-connect Valves & Plumbing		A/B	
Monitor Valve & Plumbing		A/B	
Front & Rear Suction Valves & Plumbing		A/B	
Auto-Lube Level & Fluid Condition		A/B	
Water Tank Mounting & Integrity		A/B	
Anodes in Tank & Pump		A	
Reel Motor Solenoid Voltage		A/B	
Primer Fluid		A/B	
Lubricate All Valves		A/B	
Lubricate Shift Motors		A/B	
Dump Valves, Switching & Chute Extensions		A/B	

Foam Proportioning System

Task	Check	Service Schedule	Completion Date
Instrumentation, Gauges, Controls		A/B	
Strainer or Filter		A/B	
Foam Concentrate Pump		A/B	
Lubricant Level & Condition		A/B	
Hydraulic Pump		A/B	
Hydraulic System		A/B	
Hydraulic Fluid Tank Mounting & Integrity		A/B	
Foam Concentrate Tank Mounting & Integrity		A/B	
Foam Eductor System, Metering & Check Valve		A/B	

Generator

Task	Check	Service Schedule	Completion Date
Engine Oil		A/B	
Oil Filter		A/B	
Air Filter		A/B	
Fuel Filter		A	
Hydraulic Oil		A	
Hydraulic Filter		A	
Hydraulic Pump Mounting		A/B	
Generator Frequency		A/B	
Generator Transfer Case Oil		A	
Generator Gearbox Oil		A	
Coolant		A	
Operation		A/B	
Remote Start Operation		A/B	

Aerial

Task	Check	Service Schedule	Completion Date
Hydraulic Tank		A/B	
Hydraulic Fluid Levels		A/B	
Hydraulic Fluid Sample		A/B	
Auxiliary Power Pump		A/B	
Lines & Hoses		A/B	
Hydraulic Filter		A/B	
Steam Clean & Lubricate		A	

TRK's #4424/744/6672/3929

Attachment C

Maintenance, Repair and Service Fee Proposal

Provide a Pricing Sheet for Each Type of Fleet Vehicle Listed in Exhibit B

Pricing for Fleet City ID#:

Price For Each Preventative Maintenance **Schedule A - Labor:** $ 1,295.00 (INSPECTION ONLY)

Price For Each Preventative Maintenance **Schedule B - Labor:** $ 777.00 (INSPECTION ONLY)

Annual Services and Performance Testing Pricing:

State Inspected Road Tests and Annual Weight Verification Performance Test, per NFPA 1911: $ N/A

Performance Testing of Low Voltage Electrical Systems, per NFPA 1911: $ 194.25

Performance Testing of Fire Pumps, per NFPA 1911: $ 518.00

Performance Testing of Aerial Devices, per NFPA 1911: $ N/A

Performance Testing of Foam Proportioning Systems, per NFPA 1911: $ N/A

Performance Testing of Compressed Air Foam Systems, per NFPA 1911: $ N/A

Performance Testing of Fire Pumps, per NFPA 1911: $ 518.00

Performance Testing of Line Voltage Electrical Systems, per NFPA 1911: $ 194.25

Arizona Emissions Testing: $ N/A

Additional Services- Next Page

SHOP TRK#4424

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 129.50 /Hour @ SHOP

Emergency/Priority Repairs on Holidays and After Normal $ 194.25 /Hour @ SHOP

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 129.50 /Hour

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W.W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $.50.00 FEES PER FLUID CHANGE

FIELD TRK#4424

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 155.50 /Hour @ FIELD

Emergency/Priority Repairs on Holidays and After Normal $ 233.25 /Hour @ FIELD

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 155.50 /Hour @ FIELD

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W. W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

SHOP TRK #744

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 129.50 /Hour@SHOP

Emergency/Priority Repairs on Holidays and After Normal $ 194.25 /Hour@SHOP

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 129.50 /Hour

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W.W. Williams

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

FIELD TRK #744

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 155.50 /Hour @ FIELD

Emergency/Priority Repairs on Holidays and After Normal $ 233.25 /Hour @ FIELD

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 155.50 /Hour @ FIELD

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W. W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

SHOP TRK #6672

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 129.50 /Hour @ SHOP

Emergency/Priority Repairs on Holidays and After Normal $ 194.25 /Hour @ SHOP

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 129.50 /Hour

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W.W. Williams

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIRONMENTAL $.00 FEES PER FLUID CHANGE

FIELD TRK #6672

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 155.50 /Hour @ FIELD

Emergency/Priority Repairs on Holidays and After Normal $ 233.25 /Hour @ FIELD

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 155.50 /Hour @ FIELD

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W. W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

SHOP TRK#3929

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 129.50 /Hour@SHOP

Emergency/Priority Repairs on Holidays and After Normal $ 194.25 /Hour@SHOP

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

Non-Priority Repairs During Normal Business Hours Only $ 129.50 /Hour

Fee Pick-Up and Delivery Service

FLAT RATE - Pick-Up and Delivery, Round-Trip from City Worksites or Roadside to Contractor's Facility and returned to City Worksite. $ NO CHARGE / Per Occurrence

Rescheduling as Per Scope of Services $ NO CHARGE /

Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W.W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

FIELD TRK#3929

Additional Services

Repairs

Emergency/Priority Repairs During Normal Business Hours $ 155.50 /Hour @ FIELD

Emergency/Priority Repairs on Holidays and After Normal $ 233.25 /Hour @ FIELD

Specify start/end times of your business' "after hours": 5:00 PM to 6:00 AM

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Parts

How will cost of parts be charged? (Check all that apply)

- ☐ At cost
- ☒ With 25 % mark up
- ☐ With ____ % discount
- ☐ Other: _____

Company Name: W. W. WILLIAMS

Authorized Signature: _____ Date: 7/29/24

① SHOP SUPPLIES $25.00 FLAT FEE PER INVOICE
② TECHNOLOGY FEE $05.00 FLAT FEE WHEN DIAGNOSING
③ ENVIROMENTAL $3.00 FEES PER FLUID CHANGE

Fire Apparatus Maintenance & Repair Services

Request For Proposal · Fire · 81111

Project ID: EM24-RFP-FDMS01

Release Date: Thursday, June 20, 2024 · **Due Date:** Tuesday, July 30, 2024 3:00pm

AWARD PENDING

Posted Thursday, June 20, 2024 8:00am

Bid Unsealed Tuesday, July 30, 2024 3:15pm by Valerie Ojeda

Pricing Unsealed Tuesday, July 30, 2024 3:15pm by Valerie Ojeda

All dates & times in Mountain Time - Arizona

3. Scope of Work

3.1. General Scope of Services

A. General. The Contractor shall furnish all necessary supervision, labor, tools, parts and equipment required to perform inspections, maintenance, repairs and testing of fire apparatus. All services performed by the Contractor shall meet the National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In- Service Automotive Fire Apparatus*, current edition. All services provided by the Contractor shall be consistent with industry best practices; meet all applicable federal, state and local standards and follow all manufacturers' recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

B. Facilities and Work Sites. The Contractor shall perform services, including inspection, maintenance, testing and repair, at the City worksite where the apparatus is located, the Contractor's service facility or roadside as needed. The Contractor shall work with the City Representative to determine the most suitable location where services will be performed. If the apparatus/vehicle is to be serviced at the Contractor's service facility, it shall be the responsibility of the Contractor to arrange for pick-up and delivery. The current list

of fire apparatus is attached **Attachment A-Fleet Details.** No apparatus shall be taken from a City worksite without prior approval from the City Representative.

C. Fire Apparatus Security. The Contractor is responsible for the security of any apparatus in its custody. The Contractor's custody includes any on-site work activity at a City facility by the Contractor; the Contractor's transport of any apparatus to the Contractor's place of business or other off-site facility; the return transport of the apparatus to its assigned location; and any period that the unit is located at the Contractor's place of business or other off-site facility. The Contractor is responsible for all costs associated with correcting damage attributable to the Contractor while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus shall be stored in a secured location.

D. Contractor's Service Truck. The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

The Contractor warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

3.2. Maintenance Scheduling and Completion

A. Scheduling. The Contractor shall notify the City Representative when apparatus is due for regularly scheduled inspection, maintenance, or testing. The City Representative shall then contact the Contractor to schedule apparatus due for service. The location at which services will be performed shall be determined between the City Representative and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the City Representative with

the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed. If services will be performed at the Contractor's facility, the Contractor shall be responsible for pick-up and return of the apparatus. If services will be performed at the Contractor's facility, the apparatus shall be picked up no later than 0800 hours on the day that the service has been scheduled. For scheduled routine service, the City Representative shall provide the Contractor with a list of non-priority repairs that need attention in addition to the scheduled service at least forty-eight (48) hours prior to the scheduled service.

B. Notifications and Communication. Upon arrival at a City worksite, the Contractor shall check in with the on-duty supervisor and provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty supervisor and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the on-duty supervisor is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). Apparatus shall be secured prior the Contractor leaving the site.

C. Inspection and Maintenance Completion. The Contractor is responsible for the timely inspection and maintenance of fire apparatus, and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs (see definitions below), it is the expectation of the City that the Contractor will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete inspection and maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City's apparatus. The City's performance standards for completing various work activities are as follows:

    a. "Service Schedule A" (Preventative Maintenance): **See Attachment B- Service Schedule.** Preventative maintenance listed on Service Schedule A is to be performed twice per year. If performed on-site, services

shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within three (3) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Fire Department Representative immediately.

b. "Service Schedule B" (Testing and Preventative Maintenance):**See Attachment B- Service Schedule.** Testing and preventative maintenance listed on Service Schedule B is to be performed twice per year, approximately ninety (90) days after Schedule A maintenance is completed. This work shall be performed at the Contractor's facility unless prior arrangements are made with the Fire Department Representative or designee. The services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Fire Department Representative immediately.

c. "Annual Performance and Certification Testing": Testing listed as Annual Performance and Certification Testing is to be performed once per year, in conjunction with either Service Schedule A or B maintenance. This work shall be performed at the Contractor's facility unless prior arrangements are made with the City Representative. The services shall be completed in concurrently with either Service Schedule A or B maintenance within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Fire Department Representative immediately.

d. "Priority Repairs": If priority/emergency repairs are performed on-site, the contractor shall be on site within two (2) hours and services shall be completed within eight (8) hours. If priority/emergency repairs are performed at the Contractor's facility, the contractor shall pick up the vehicle within three (2) hours and services shall be completed within two (2) business days. If additional time is needed for repairs the

Contractor shall notify the Fire Department Representative or the designated representative immediately. Priority/emergency repairs shall be determined following NFPA 1911 out of service criteria and industry standards.

e. "Non-Priority Repairs": Non-priority repairs shall be resolved within seven (7) business days upon notification to the Contractor. The City Representative shall determine non-priority repair criteria following NFPA 1911 out-of-service criteria and industry standards. The Contractor and the Fire Department Representative will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the Fire Department Representative immediately.

F. Rescheduling. City fire apparatus may be unavailable for inspection or maintenance (due to emergency usage requirements) despite proper pre-notification and scheduling by the Contractor. In that event, the Contractor is asked to reschedule the unit for inspection or maintenance; the new date and time should not exceed five (5) business days from the originally scheduled date and time. The revised schedule shall be confirmed with the City Representative. The Contractor may invoice the City for a rescheduling fee only if the service had been properly scheduled and Contractor’s technician had responded to the City's facility for the service only to find the apparatus was unavailable due to an emergency operational requirement.

3.3. Level of Service to be Provided

The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the City to determine the level of inspection and preventative maintenance and the required service interval for each piece of fire apparatus that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer’s

most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards. The Contractor shall also provide:

A. "Service Schedule A": **See Attachment B- Service Schedule.** Includes inspection and preventative maintenance that be required for all apparatus components and systems.

B. "Service Schedule B": **See Attachment B- Service Schedule.** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

C. Annual Performance and Certification Testing. Includes:

(1)	Road Tests and Weight Verification (NFPA 1911, Chapter 16).
(2)	Performance Testing of Low Voltage Electrical Systems (NFPA 1911,Chapter 17).
(3)	Performance Testing of Fire Pumps (NFPA 1911, Chapter 18).
(4)	Performance Testing of Aerial Devices (NFPA 1911, Chapter 19).
(5)	Performance Testing of Foam Proportioning Systems (NFPA 1911, Chapter 20).
(6)	Performance Testing of Compressed Air Foam Systems (NFPA 1911, Chapter 21).
(7)	Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22).
(8)	Performance Testing of Breathing Air Compressor Systems (NFPA 1911,Chapter 23).
(9)	Arizona Emissions Testing.

D. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out-of-service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

E. Non-Priority Repairs. Non-Priority repair status indicates the apparatus has a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out-of-service status. Non-Priority Repairs will be handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the City Representative.

F. Inspections Handled by the City. Inspection, preventative maintenance, repairs and testing required for loose equipment (i.e., nozzles, hose, ground ladders, etc.) will be handled by the City and will not be the responsibility of the Contractor.

G. Documentation. Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract- required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

   a. Date services were performed;
   b. City Work Order Number;
   c. Name of the technician that performed the services;
   d. Location where services were performed;
   e. Unit Designation;
   f. City Vehicle Number;
   g. Apparatus Manufacturer;
   h. Apparatus Make;
   i. Apparatus Model;
   j. Manufacturer Job Number or Serial Number;
   k. Odometer Reading In;

l. Odometer Reading Out;

m. Vehicle Identification Number (VIN); and

n. Engine Hours.

3.4. Vehicle Maintenance and Repair

A. General. The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus included in this Contract as directed by an authorized Fire Department Representative. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by an authorized Fire Department Representative.

B. Inspection and Preventative Maintenance Service. The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and coolant. Fluid samples shall be taken at each oil change interval and tested at a laboratory acceptable to the Fire Department.

C. Recurring Maintenance. Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

D. Repair and Replacement. Repair is the work necessary to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract unless approved by an authorized Fire Department Representative.

E. Assembly. The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

F. Repair Approvals. The Contractor shall have specific pre-approval from an authorized Fire Department Representative. prior to completing repairs. In obtaining approval, the Contractor shall advise the Fire Department Representative of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without pre-approval will be at the expense of the Contractor.

G. Modifications. No modifications may be made by the Contractor to any component, system or piece of equipment maintained unless, and until, specific written authorization is provided by an authorized Fire Department Representative. A written cost estimate is required prior to consideration of the modification.

H. Apparatus or Equipment Damage. No accident damage may be repaired until the Contractor receives authorization from an authorized Fire Department Representative. Any damage noted by the Contractor during an inspection shall be immediately reported to the on duty supervisor. The email or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all

costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

I. Repair Facilities. If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor is responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the authorized Fire Department Representative. A written cost estimate is required prior to approval by the authorized Fire Department Representative.

J. City Inspections. The Contractor shall advise the authorized Fire Department Representative, or on duty supervisor upon completion of repairs or replacements on any fire apparatus. Notification of completion shall be delivered promptly to facilitate making the apparatus available for use. The Fire Department will perform a quality control acceptance inspection of all equipment repairs or replacements. No equipment shall be returned to an in-service status, or work order placed in a "FINISHED" status until the authorized Fire Department Representative. has accepted the work as complete.

3.5. Emergency Call Response for Priority Repairs

A. General: A call for Priority Repair Service indicates that the apparatus has been placed in an out-of-service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place

the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

B. Emergency Contact: The Contractor shall have personnel accessible by phone or pager and available twenty-four (24) hours per day, seven (7) days per week to receive requests for Priority Repair Service. The Contractor shall provide either a single point of contact or a call-out list of no more than three points of contact. The Contractor is required to respond to the requestor within thirty (30) minutes of the initial message. At that time, the Contractor will provide the requestor with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and break-down requests for equipment at a City facility.

C. Non-Response: In an emergency situation, if the Contractor does not respond within thirty (30) minutes of the initial request or if on-scene response time exceeds two (2) hours, the City has the right to contact another vendor that is available and can provide the services needed. Any increase in cost to the City as a result of the failure of the Contractor to respond within thirty (30) minutes or to provide on-scene response within two (2) hours shall be credited to City. The City will reduce any outstanding Contractor invoices by the amount of the credit.

D. Towing Service:The City does not have existing agreement in place for towing services. In the event that towing services are needed, the Contractor may be asked to provide or coordinate service to tow fire apparatus.

3.6. Parts

Parts Inventory: The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term.

Contractor Furnished Parts: The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

Part Number;

Part Description; and

Unit Price of Part

Core Accounting: The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost.

3.7. Warranties

A. Warranty Repairs. The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Contractor shall notify the authorized Fire Department Representative when a warranty repair is required, and will work with the Fire Department to determine the best course of action. The authorized Fire Department Representative will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Contractor fails to acknowledge a warranty repair and/or notify the Fire Department prior to proceeding with the repair, the Contractor shall be responsible for the labor and parts associated with the repair. The Contractor shall track all warranty work; work orders, including parts and labor expended for warranty work performed on equipment and components. Credit memos will not be accepted by the City in lieu of making the required repair(s) to correct a warranty problem.

B. Contractor Repair Warranty. The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this

Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,000 for a single task.

C. Original Equipment Manufacturer (OEM) Warranty. If the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account. This will be accomplished by adjusting the warranty work order with the applicable credit code. The City will reduce any outstanding Contractor invoices by the amount of the credit. If the Contractor is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Contractor. This includes recapturing any costs to the Contractor from the warranting entity.

D. Warranty Claims. The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of a City Representative.

3.8. Work Documentation

A. Vehicle Record Files. The Contractor shall establish and maintain an individual folder for each piece of fire apparatus and ambulance being serviced in this Contract. The folders will be available for review by the City during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

    a. Maintenance Requests;
    b. Work Orders and other Maintenance Actions;
    c. Safety Recalls;
    d. Completed Inspection Checklists; and
    e. All Records for Auxiliary Equipment on the Base Unit

C. Ownership of Maintenance Information. The City shall own all information related to activity that occurs as part of the Contract. At the completion of the Contract term, all data, records, complete vehicle folders and other information developed and maintained by the Contractor during the Contract term remain the property of the

City and shall be transferred to the City on the Contract completion date.