	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Invitation For Bid	

Solicitation Number: IFB 20 - 5492
Materials and/or Service: Well and Booster Pump Equipment Maintenance Service
Solicitation Due Date: April 23, 2020 **Time:** 3:00 pm (Arizona Time)
Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Procurement Manager: Jacque Behrens, CPPB
Phone: 623/882-7893
Email: jacque.behrens@goodyearaz.gov

All bids must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. Late bids will not be considered. Bids received by the correct date and time shall be publicly opened and read. Bidders are advised to carefully read the entire Solicitation Package. Bids that do not comply with all Instructions to Bidders may be disqualified.

Solicitation packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on IFB 20-5492. Should you experience problems downloading the solicitation, contact Jacque Behrens, CPPB at the above email address.

All communications concerning this solicitation must be directed to responsible procurement staff person identified above, via email only. Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Published in the Arizona Republic Southwest Section on: 3/25/20 and 3/27/20



City of Goodyear

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190 N. Litchfield Road
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Instructions to Bidders

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1. PREPARATION OF OFFER

- a. It is the responsibility of all Bidders to examine the entire solicitation package and seek clarification from the responsible procurement staff identified on the cover sheet of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and three (3) copies of their bid with their submittal. Offers shall be submitted single-sided.

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2. **SERIAL NUMBERS**

Bids shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. **BRAND NAMES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Bidder which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. **SUBSTITUTIONS OR EXCEPTIONS**

The City reserves the option to not consider bids for award if the Bidder: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Bidder does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. **DESCRIPTIVE LITERATURE**

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result may result in the bid being rejected.

6. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.


7. **INQUIRIES**

Any questions related to the solicitation shall be directed to the responsible procurement staff whose name appears on the front page **via email only**. The Bidder shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business seven (7) days prior to the bid opening.

8. **PRE-BID CONFERENCE – Intentionally left blank**

9. **LATE BIDS/MODIFICATIONS/WITHDRAWALS**

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected. A Bidder (or designated representative) may withdraw their bid via email to the responsible procurement staff person any time *prior* to the solicitation due date and time.

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10. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Bidder believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Bidder in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Bidder prior to the release of the information.

11. BID ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires a bid in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

12. DISCUSSIONS

The City reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify a bid and assure full understanding of, and responsiveness to, solicitation requirements.

13. PERSONNEL

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

14. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all bids, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, bids do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical bids, the awardee will be determined by lottery.



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15. BUSINESS REGISTRATION PERMIT

All Bidders awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, Joe Lewandowski at (623) 882-7899 or joe.lewandowski@goodyearaz.gov

16. PROTESTS

a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager

City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney

City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

b. Writing: All protests must be in writing and shall include the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- The solicitation or contract number;
- A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
- The form of relief requested. R3-4-16.01

c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.


- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
- *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.

d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

17. CONFLICT OF INTEREST Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

18. OFFER RESULTS

Bids will be opened on the bid due date, time and location indicated on the cover sheet of the solicitation at which time the name of each bidder and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

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A preliminary bid tabulation will be posted on the City's website, <http://www.goodyearaz.gov/business/vendor-services-procurement/bid-results> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful bidders.

END OF INSTRUCTIONS TO OFFERORS



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SECTION 1. DEFINITIONS


- 1.1 "City" means the City of Goodyear.
- 1.2 "City Manager" means the manager of the City of Goodyear or designee.
- 1.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.4 "Contractor" means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 1.5 "Days" means calendar days unless otherwise specified herein.
- 1.6 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.7 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.8 "Project" "Services" or "Work" means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 1.9 "Subcontractor" means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 2. TERM OF CONTRACT

- 2.1 The term of the contract may be automatically extended to include the warranty period.
- 2.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.


SECTION 3. COMPENSATION AND PAYMENTS

- 3.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed the purchase order amount.
- 3.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City

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shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.

- 3.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 3.4 **PRICE ADJUSTMENT/CONTRACT EXTENSION:** The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 3.5 **PRICE REDUCTION:** A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 3.6 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 3.7 **ESTIMATED QUANTITIES:** Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 3.8 **PRODUCT DISCONTINUANCE:** In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued;
 2. Documentation from the manufacturer that names the replacement product or model;
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 3.9 **USAGE REPORT:** The Contractor may be required to provide a usage report to the Procurement Manager.
- 3.10 **DISCOUNTS:** Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 3.11 **NO ADVANCE PAYMENT:** Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.

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- 3.12 **FUND APPROPRIATION CONTINGENCY:** The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 3.13 **F.O.B. POINT:** All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.14 **TAXES:** Contractor shall be solely responsible for the reporting of any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 4. TERMINATION

- 4.1 **TERMINATION FOR CONVENIENCE:** City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 4.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 5. RISK OF LOSS AND LIABILITY

- 5.1 **INDEMNIFICATION:** Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnatee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents,



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representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.


In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 5.2 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 5.3 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 5.4 **ACCEPTANCE:** All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.

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- 5.5 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 5.6 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 5.7 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 5.8 **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 5.9 **SAFETY STANDARDS:** All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 5.10 **PROJECT STAFFING:** Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.
- The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.
- 5.11 **SUBCONTRACTORS:** Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.
- 5.12 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.

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- 5.13 **FORCE MAJEURE**: Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

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 practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. 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 modification 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.

SECTION 6. CONTRACT INTERPRETATION

- 6.1 **DISPUTES, GOVERNING LAW, and ATTORNEY FEES**: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 6.2 **PROVISIONS REQUIRED BY LAW**: Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall 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 the Contract shall forthwith be physically amended to make such insertion or correction.
- 6.3 **PAROL EVIDENCE**: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 6.4 **SEVERABILITY**: If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 6.5 **CONTRACT ORDER OF PRECEDENCE**: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
 2. Standard Terms and Conditions



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3. Specifications
 4. Fee Schedule
 5. Attachments
 6. Exhibits
 7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 6.6 **INTEGRATION:** This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 6.7 **INDEPENDENT CONTRACTOR:** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, 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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 6.8 **NON-WAIVER MONIES DUE:** The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 6.9 **AMBIGUITIES NOT HELD AGAINST DRAFTER:** This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 6.10 **NON-WAIVER CONTRACT PROVISION:** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 6.11 **COOPERATION AND FURTHER DOCUMENTATION:** The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 7. CONTRACT ADMINISTRATION AND OPERATION

- 7.1 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the



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materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

- 7.2 **CONFIDENTIALITY AND ENCRYPTION:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.


Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 7.3 **CONFLICT OF INTEREST/THIRD PARTIES:** Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Rd
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

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The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 7.4 **CONFLICT AUDIT:** Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 7.5 **AUDIT OF RECORDS:** Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 7.6 **AUDIT/BILLING AND EXPENSES:** The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate




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federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.


- 7.7 **ADVERTISING:** Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 7.8 **CITY MARKS:** The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 7.9 **LICENSES AND PERMITS:** Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 7.10 **E-VERIFY:** Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 7.11 **NON-DISCRIMINATION:** Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 7.12 **COMPLIANCE:** The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 7.13 **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 7.14 **COOPERATIVE STATEMENT:** This contract shall be for the use of the City of Goodyear. In addition, eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.
- 7.15 **CAPTIONS:** The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 7.16 **BANKRUPTCY:** This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

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- 7.17 CONTINUATION OF SERVICES – ISRAEL: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 7.18 RIGHT OF OFFSET. The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.

SECTION 8. CONTRACT CHANGES

- 8.1 MODIFICATION: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 8.2 SUCCESSORS AND ASSIGNS: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 8.3 THIRD PARTY BENEFICIARY: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 8.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 8.5 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 8.6 CONTINGENT FEES: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 8.7 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

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SECTION 9. WARRANTY

- 9.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 9.2 **QUALITY:** Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 9.3 **RESPONSIBILITY FOR CORRECTION:** Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 9.4 **INVESTIGATION OF CONDITIONS:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 9.5 **WORKMANSHIP:** Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 9.6 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.



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- 9.7 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 9.8 **SURVIVAL:** Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 9.9 **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 10. CITY CONTRACTUAL RIGHTS

- 10.1 **RIGHT OF ASSURANCE:** Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 10.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 10.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 10.4 **TIME IS OF THE ESSENCE:** Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 10.5 **NON-EXCLUSIVE CONTRACT:** The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 10.6 **STRICT PERFORMANCE:** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 10.7 **CONFLICT OF INTEREST:** This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.

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10.8 **DEFAULT:** In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.

10.9 **NOTICES:** Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:

To City:

Rob Koontz, Utility Maintenance Supervisor,
Public Works Department
4980 S. 157th Avenue
Goodyear, Arizona 85338

Copy to:

Roric Massey
City of Goodyear, City Attorney
190 N. Litchfield Road
Goodyear, AZ 85338

10.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.


SECTION 11. CERTIFICATION

11.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

SECTION 12. LICENSING, DEBARMENT AND SUSPENSION

12.1 **Licensing/Permits:** Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

12.2 **Debarment/Suspension:** Contractor warrants and certifies neither Contractor nor any of its subcontractor:

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- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 12.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

END OF STANDARD TERMS AND CONDITIONS



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SECTION 1. TERM OF CONTRACT

1. The initial term of this contract shall be eighteen (18) months from the date of award, with the option to renew for four (4) additional one-year periods, upon mutual written consent of the parties to the contract, not to exceed five and half (5 1/2) years. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- 2.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 2.6 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.7 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in



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coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

- 2.8 Additional Insureds. The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- 2.9 Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.
- 2.10 Certificates of Insurance/Endorsements. Contractor shall provide City with Certificates of Insurance and proper additional insured endorsements as required by this Contract and as described above, in a form and content approved by City, prior to performing any services under this Contract. The Certificates of Insurance shall be attached hereto and incorporated by reference.
- 2.11 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 2.12 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.13 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 2.14 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.15 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required by this Section.

END OF SPECIAL TERMS AND CONDITIONS



City of Goodyear

Scope of Work

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Phone: 623-882-7893

1. PROJECT OVERVIEW

The City of Goodyear ("City") Public Works Department is soliciting bids for Well and Booster Pump Equipment Maintenance Services, including emergency on call support. Currently the City has 13 Wells and 38 Booster pumps of which are generally scheduled annually for maintenance. This is an as needed as requested service contract, to include but not limited to the following: remove, repair, replace (with new as needed) and re-install well pumps, motor and booster pump equipment per the scope of work as identified for each item.

The City reserves the right to award to as many companies as needed to provide services not only to the City, but to other municipalities using this contract.

2. SCOPE OF SERVICES


The areas listed below are representative of, but not limited to, the expected work within this scope of work.

2.1 WELLS

- 2.1.1 Remove, repair and re-install well pump and motor equipment for potable water production wells including water lubricated turbine pumps and submersible pumps ranging from 50 Horse Power (H.P.) to 350 H.P.
- 2.1.2 Well rehabilitation utilizing various methods including mechanical brush and swab, airlifting, chemical, hydro cleaning, dry ice method or sonar jetting on well casing, with a diameter ranging from 6 to 24 inches.
- 2.1.3 Additional well work may include, but is not limited to the following:
 - 2.1.3.1 Casing repair and/or lining;
 - 2.1.3.2 Video logging of the well casing pre and post cleaning or rehabilitation;
 - 2.1.3.3 Well testing for production capacity;
 - 2.1.3.4 Pump testing for wire to water efficiency;
 - 2.1.3.5 Remove, repair and re-install solid and hollow shaft motors;
 - 2.1.3.6 Well Development;
 - 2.1.3.7 Well abandonment;
 - 2.1.3.8 Spinner logging;
 - 2.1.3.9 Zonal Sampling;
 - 2.1.3.10 Well pump step rate test;
 - 2.1.3.11 Pilot well drilling;
 - 2.1.3.12 Well construction.
 - 2.1.3.13 Improvements to the electrical or mechanical components as it pertains to the well site;
 - 2.1.3.14 Provide a detailed PDF and CVD as applicable report of all work conducted within 30 days once the work is complete.

2.2 BOOSTER PUMPS

- 2.2.1 Remove, repair and re-install booster pumps and motor equipment ranging from 30 to 350 H.P.;
- 2.2.2 Remove, repair and/or replace pump seals;
- 2.2.3 Pump testing for wire to water efficiency;
- 2.2.4 Remove, repair and re-install solid and hollow shaft motors;
- 2.2.5 Rehabilitation of pump can structure;
- 2.2.6 Repair of suction and discharge header and ancillary equipment;
- 2.2.7 Improvements to the electrical and mechanical components as it pertains to the booster pumps;
- 2.2.8 Provide a detailed PDF report of all work conducted within 30 days once the work is complete.

	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Scope of Work	

2.3 All materials used in performing the services shall comply with the City's approved materials, be NSF approved materials for drinking water, and comply with the City Engineer's Standard Details and Guidelines for construction, which are available on the City's website.

2.4 Work estimates: Prior to the contractor performing any repair work, a written report to the city shall include the as found condition of equipment, recommendation on repairs and cost of repairs. Where necessary and with prior written approval, the contractor will be allowed to remove and disassemble the equipment prior to providing the written report to the city.

2.5 The warranty period is for one (1) year on parts and labor.

3. **CONTRACTOR REQUIREMENTS**

3.1 Contractor shall be qualified to provide well maintenance and/or rehabilitation, well and booster pump equipment repair, and provide any recommendations to the City for repair or replacement of existing equipment.

3.2 Contractor must be qualified to provide emergency on-call support within twenty-four (24) hour notice. Normal non-emergency and warranty response time is within seventy two (72) hours after notification. Contractor must have the capacity to respond to calls within the prescribed timelines. All work performed under the awarded contract shall be coordinated through the Public Works Department point of contact and priced on a per job/task basis. Work is to take place during normal business hours of 7:00 a.m. – 4:00 p.m. unless otherwise scheduled. Emergency work shall be performed on an as needed basis and as requested by authorized City staff.

3.3 Contractors should have a minimum of five (5) years of experience in providing similar types of services while working with municipal governments.

END OF SCOPE OF WORK

CONTRACT COVER SHEET



For Contract Review - please route Contract through Finance – Procurement Dept. A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.

Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Date Submitted for Review: _____

Type (check one):

- Construction Contract Change Order/Modification #NA Drop Down
 IGA Development Agreement Amendment #NA Drop Down
 Easement Lease/Property Acquisition Other (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #: Leonard Scheid, PWD, 623/640-3689
 Contractor Name, Address, Tel. No.: Empire Pump Corp
 2849 S. 49th Ave
 Phoenix, AZ 85043
 Mike Mullin, 480/244-9415
 Assigned Contract Number: CON – 20-5492 D

Brief Summary of the Services to be provided: Well & Booster Pump Equipment and Maintenance Srv.
Terms:
 Start: 6/1/20 Expire: 11/30/21 (w/4 - 1 yr extensions)
 Contract Amount: \$
 Council Date: COAC # N/A

City Clerk's Office Use – Retention Date: _____

Link to: 20-5492

REVIEWED AND APPROVED:

- Procurement: _____ Date: 5/27/20 Contracts/Procured Services
 Legal: _____ Date: 6/1/20 All documents
 City Manager: _____ Date: _____ When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- Less than \$5000 \$5,000 to \$50,000 – 3 written quotes Cooperative Agreement On-Call /Task Order
 Formal Solicitation, Incl. Solicitation Number: OP- IFB 20-5492
 Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: Yes No Requires Council Action: Yes No If yes, Council Date: _____ **Attach COAC**

Additional Funding Source? Federal – Identify: _____ State – Identify: _____

Grant/Other – Identify: _____

*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate: Attached _____ Initial Date: 5/27/20
 Bid Bond: Attached _____ Initial Date: _____
 Performance Bond: Attached _____ Initial Date: _____
 Payment Bond: Attached _____ Initial Date: _____

Changes are required to this contract/document as follows: _____

ORIGINAL



City of Goodyear

Offer and Acceptance
CONTRACT NO. CON-20-5492

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

DESCRIPTION OF SERVICES: Well and Booster Pump Equipment Maintenance Service

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales): 20102353

Arizona Contractor License Number:

Privilege Tax License # 20102353

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name: Mike Mullin

Telephone: 480-244-9145

E-Mail Address: mike@empirepumpcorp.com

Empire Pump Corp
Company Name
2849 S. 49th Ave
Address
Phoenix AZ 85043
City State Zip Code

Sign: [Signature]
Authorized Signature for Offer
Jodee Turner
Printed Name
Office Manager 5/5/20
Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

[Signature]
Darcie McCracken, City Clerk

City Secretary



Official File


City of Goodyear, Arizona.

Eff. Date: 6/1/20

[Signature]
Jacque Behrens, CPPB, Procurement Manager

Approved as to form:

[Signature]
Roric Massey, City Attorney

	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Fee Schedule	

Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. **For the purposes of determining the lowest cost, the City will not take tax into consideration.**

Taxes must be listed as a separate item on all invoices. Applicable tax rate: 8.6%. Do not include tax on each line item.

1. Well Maintenance - Equipment

Line #	Description of Equipment	Hourly Rate
1.1	Dump Truck	\$ 75.00
1.2	Pick-up Truck	\$ 25.00
1.3	Crane Truck	\$ 60.00
1.4	Pump Service Truck	\$ 25.00
1.5	Tractor Trailer and Driver	\$ 75.00
1.6	Portable Welding Machine	\$ 30.00
1.7	Pump Rig	\$ 70.00
1.8	Cable Tool Rig	\$ N/A
1.9	Portable Step Test Equipment	\$ 225.00
1.10	Well Video (includes equipment/labor-includes written report and two copies of CVD)	\$ 1000.00
1.11	Sonar Services	\$ N/A - sub
1.12	Percent Mark-up for materials (See Attachment C - Provide complete list of materials)	23 %

2. WELL MAINTENANCE LABOR REGULAR

Line #	Description of Equipment	Hourly Rate
2.1	Electrician-Field	\$ 85.00
2.2	Electrician-Shop	\$ 65.00
2.3	Labor-Field	\$ 50.00
2.4	Labor-Shop	\$ 40.00
2.5	Machinist-Field	\$ 125.00
2.6	Machinist-Shop	\$ 125.00
2.7	Mechanic-Field	\$ 85.00
2.8	Mechanic-Shop	\$ 70.00
2.9	Welder-Field	\$ 65.00
2.10	Welder-Shop	\$ 55.00
2.11	Operator-Field	\$ 55.00
2.12	Supervisor-Field	\$ 125.00
2.13	Technician-Field	\$ 85.00



City of Goodyear

Fee Schedule

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7893

3. BOOSTER PUMP MAINTENANCE EQUIPMENT

Line #	Description of Equipment	Hourly Rate
3.1	Dump Truck	\$ 75.00
3.2	Pick-up Truck	\$ 25.00
3.3	Crane Truck	\$ 60.00
3.4	Pump Service Truck	\$ 25.00
3.5	Tractor Trailer and Driver	\$ 75.00
3.6	Portable Welding Machine	\$ 30.00
3.7	Pump Rig	\$ 70.00
3.8	Cable Tool Rig	\$ N/A
3.9	Portable Step Test Equipment	\$ 225.00


4. BOOSTER PUMP MAINTENANCE LABOR REGULAR

Line #	Description of Equipment	Hourly Rate
4.1	Electrician-Field	\$ 85.00
4.2	Electrician-Shop	\$ 65.00
4.3	Labor-Field	\$ 50.00
4.4	Labor-Shop	\$ 40.00
4.5	Machinist-Field	\$ 126.00
4.6	Machinist-Shop	\$ 125.00
4.7	Mechanic-Field	\$ 85.00
4.8	Mechanic-Shop	\$ 70.00
4.9	Welder-Field	\$ 65.00
4.10	Welder-Shop	\$ 55.00
4.11	Operator-Field	\$ 55.00
4.12	Supervisor-Field	\$ 125.00
4.13	Technician-Field	\$ 85.00

5. OTHER FEES

Please indicate any additional fees above and beyond the hourly cost for services.

Item #	Description of Fee	Fee Amount
5.1	Banding and buckles	\$ 350.00
5.2	Top End Parts Machined	\$ 1650.00
5.3	Drip Oil	\$ 22.00/gallon
5.4	Shop Materials - MISC.	\$ 25.00
5.5	Field Materials - MISC.	\$ 35.00
5.6	Submersible Pump Cable Spooler # with trailer	\$ 45.00/hr

	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Fee Schedule	

6. Response Times:

6.1 Offeror shall provide response time for Emergency call outs: 24 hours

6.2 Offeror shall provide response time for Non- Emergency call out: 72 hours

7. Contractor Licensing Requirements:

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: Empire Pump Corp
Class: CR-29 / CR-53 Type: Machinery / WaterWell Drilling
License Number: 216197 / 216198 Expiration: Feb 28, 2022

8. Delivery for new equipment:

Bidder states that the item(s) will be delivered within 7-10 calendar days after receipt of purchase order. This delivery schedule shall include any time for shipping.



City of Goodyear

**Attachment A
Listing of Well Rehab Projects**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

Please list a minimum of three (3) Well Rehabilitation Projects from clients similar to the City of Goodyear whom the City may contact. ~~Please attach a detailed scope of each project.~~

1	Company:	Gila River Indian Irrigation and Drainage District		
	Contact:	Bon Allison	Phone:	580-562-6704
	Project Location:	DRW-3		
	Dates & brief description of work & equipment used:	Feb 2020 - Pull pump, video well, brush + bail well, acidize well, install liner, test pump, install permanent equipment		
		pump rig, crane truck, service truck, acid pump, welder, ^{test} pump engine		
	Contract Value:	\$142,051.35		
2	Company:	EPCOR Water Company		
	Contact:	Jason Metz	Phone:	623-85-3135
	Project Location:	AquaFria Trunk Line Well #4		
	Dates & brief description of work & equipment used:	Mar 2020 - Pull pump, video well, brush + bail, NSF chemical treatment, airlifting, video well, install permanent equipment		
		Pump rig, crane truck, service truck, chemical pump, 1000 CFM air compressor, airlifting equipment		
	Contract Value:	\$89,767.40		
3	Company:	City of El Mirage		
	Contact:	Scott Ketchmark	Phone:	623-876-4261
	Project Location:	Cottonwood Well		
	Dates & brief description of work & equipment used:	Mar 2020 - Pull pump, video well, dry ice, video well, NSF chemical treatment, video well, install permanent equipment		
		Pump rig, crane truck, service truck, chemical pump, portable VFD and portable pump		
	Contract Value:	\$123,298.15		

Note: Please provide a detailed scope for each project listed.

Empire Pump Corporation
Project List with Scope of Work
City of Goodyear Contact

GILA RIVER INDIAN IRRIGATION AND DRAINAGE DISTRICT:

CONTACT: RON ALLISON, GENERAL MANAGER

Phone: 520-562-6704, Cell: 520-610-2826

Email: rcallison@griidd.com

We received two, one-year contracts in which time we completed rehabilitations on seven wells. DRW-3, DRW-7, DRW-9, DRW-11, DRW-14, DRW-15, and DRW-18.

On all wells, the scope of work was the same. Pull existing pump equipment, video well, brush and bail for a minimum of 40 hours, and video well to see if any chemical treatment was necessary. Chemicals were used in all the wells. 10 gallons of DH-72 was put in the wells prior to brushing and bailing. DH-72 is excellent for breaking down minerals and some calcium. When it is able to get back behind the perforations it opens up the gravel pack and can increase the well production up to 30%. All of the wells were acidized. Tremie pipes were installed to place the chemicals at the proper depth in each well. The wells were swabbed until the PH reached 4.5. Then the well was brushed for 20 hours. Chemical removal and neutralization was not needed due to all of them being Irrigation Wells. None of the acid was pumped out prior to the PH reaching 6. The chemicals were pumped out with the new equipment that we installed. Most of these wells had not been used in many years. The re-equipping typically included a new Goulds pump bowl, column pipe, and inner column. On five of the wells, we had the motors cleaned, dipped, and baked with new bearings. The other two wells had new motors installed.

In addition to the above work, three wells received additional work:

DRW-14 and 15: These wells had not been used in 15 or 20 years. We test pumped both of these wells. Both of them produced the same 2500 to 2750GPM that the old pump had been designed to produce. Both wells were test pumped

with our 1500HP diesel engine. We also have a 750HP test engine and a 200HP portable VFD.

DRW-3: After the acid treatment, we found in the after chemical video holes and a large split that would have required 35 patches. Due to the number of problem areas, it was decided to install a liner in the 18" well. We installed 560' of 14" pipe, then gravel packed the well, swabbing the gravel pack in. We test pumped the well afterwards. Prior to the liner the well was producing 3600GPM. It tested at 3000GPM, however their consultant was not comfortable installing the old bowl due to water velocity concerns. We installed a Goulds 12FRHC, 4 stage bowl assembly, designed for 2400GPM @ 170' TDH. In addition, we installed a mag meter for them after the well was equipped.

All wells, with the exception of DRW-3, produced the required GPM as designed. Revenue from these projects exceeded \$1.2 million with no warranty claims.

EPCOR WATER COMPANY: SUN CITY AND BULLHEAD CITY:

Sun City/Aqua Fria Contact: Jason Metz, Water System Maintenance Manager
Phone: 623-815-3135, Cell: 602-466-0018
Email: jmetz@EPCOR.com

Bullhead City Contact: Dave Evans, System Manager
Phone: 928-763-0487, Cell: 928-219-2507
Email: daevans@EPCOR.com

EPCOR Water Company has approximately 130 wells in the Sun City/Aqua Fria districts and approximately another 40 wells in the Bullhead City district. Empire Pump has been their main contractor for the last three years for all rehab and repair projects. Revenue from EPCOR in the past two years exceeded \$1.6 million with no warranty claims.

The following wells in Sun City/Aqua Fria district have been repaired or rehabilitated. All are 150HP to 300HP submersible pumps set from 600' to 800'.

Sun City 2.2, 3.1, 5.5, and Irrigation well 1, which was a new well install complete. Sun City West 1.2 and 2.2. Aqua Fria Wells 3, 4, 4.6, and 5.1, and the Aqua Fria Trunk line wells 3 & 4.

The Aqua Fria Trunk Line well 4 is currently in progress. The well was videoed, brush and bailed, and identified to have drilling mud still in the louvers. We are testing a new NSF chemical which was installed with tremie pipe by zones. The chemical was swabbed for 60 hours. Airlifting equipment was installed and we airlifted with a 1000CFM, 400PSI compressor. 400' of louvered pipe is being airlifted with a 10' double rubber swab, airlifting a 10' section at a time. 40 hours of airlifting was completed on 4/27/2020. Video the well, then install the customer original equipment in the well to approx. 650'. The after chemical video showed that the Louvers in the well were approx. 100% open. The chemical was extremely successful. We will be installing two additional 1 ¼" sounding tubes for BESST Consulting to do zonal water tests. One will be installed to 660' bgs, to be 10' below the suction of the bowls. The last 20' of this pipe will be steel. The second will be installed to a depth of 410' bgs. This testing shows where and the amount of water is coming into the well. They also can identify problem areas of the well producing nitrates or arsenic. We did a well test just like this for EPCOR Bullhead City District in Lake Havasu City.

Our most common scope of work for these wells has been to pull the pump, video the well, brush and bail, video the well, and install new pump, motors, and submersible cable. We only replace the column pipe that needs replacing.

The following wells have been worked on in the EPCOR Bullhead City District. The majority of work on these wells and booster pumps has been pull and repair. The Bullhead District does not have very many backup wells, so most jobs are emergency pull and repair.

Camp Mohave Well 2, Well 24-1, Well 24-2, N. Mohave Well 2, Loreda Vista Wells 1 & 2, Desert Foothills Well 2, Bullhead City Well 3, and Booster Pump 16-2.

Desert Foothills Well 2 was done under special requirements. This well is the only well that services an entire sub-division. It could not be down for more than 48 hours due to the limited tank capacity for the well.

We dispatched a crew on the morning of 9/11/20 to the site, followed by another crew who left in the afternoon. We were going to run 24 hours a day to pull and re-install. The pump setting was 905'. We ordered new equipment in advance of

pulling the well. Two 150HP submersible motors were ordered and two Goulds 10WALC, 4 stage bowls were ordered. This gave them backup equipment in case of a future failure at this time critical site. We round tripped the equipment in 34 hours, which also included the mobilization and demobilization times of seven hours. The customer called back three days later and said the new equipment had failed. He wanted the spare equipment installed. We sent two crews and turned it in 34 hours again, only to find that the replacement pump showed the same failure symptoms as the original. Once that occurred we dispatched our master electrician to the site, who found there was a problem in their old soft starter. We hotshotted a new starter to the site in five hours, only to find the customer installing another old starter off a different site that was not in use. It worked and they returned the new starter. What we thought was going to be a warranty turned into another story.

CITY OF EL MIRAGE:

CONTACT: SCOTT KETCHMARK, CITY WATER SYSTEMS MANAGER

Phone: 623-876-4261, Cell: 623-518-0412

Email: sketchmark@elmirageaz.gov

The following projects have been completed for the City.

Thompson Ranch Well repair, 600GPM submersible set at 560'. We pulled the equipment and found a 150HP motor had failed. The pump design showed that the former contractor had installed a 150HP motor, when only a 100HP was required. We installed a new pump, motor, cable, 15 pieces of 6" column, two check valves. We found at startup that we needed to change the CT's in the starter to accommodate the smaller motor. That was done and startup went smoothly.

Canterbury Well, 150HP VHS motor failure. We installed a new 150HP GE Motor, wired up and startup.

Alto Well, complete well rehab. We pulled the pump from 500'. Well video was done. 40 hours of brushing and bailing was done. Well video was done. We found an extensive amount of calcium in the louvered casing. Acid was not an option due to small site, no pump to waste available. The customer and I discussed options. We chose to try well jetting, where we had previous success

on some City of Buckeye wells. The well was jetted from 500' to 840', two passes. Each passed required a full day of jetting. Well video was done and found that the well jetting only opened about 45% of the louvers. Well Jet was sent a video prior to their work and they felt they could get 90% open, which was not the case. We installed all new equipment and well produced the required GPM in spite of the poor jetting results.

Cottonwood Well, complete well rehab. Pump was pulled from 740'. Well video was done. Well was brushed and bailed for 40 hours. Well video was done, finding over 95% of the louvered pipe was plugged with calcium. Acid could not be used at this site either. The customer chose to try dry ice. 900 pounds of dry ice was put in the well followed by 30 hours of brushing and bailing. Very little material was brought in. Well video was done showing the dry ice had little effect. At that same time Empire Pump found a new NSF chemical that was just being introduced. It had been used very successfully by the Navy. They would pump a diluted chemical throughout the ships complete water and cooling systems. It would remove scale and calcium from their system. Due to being NSF the chemical is discharged into the ocean with no effect to the environment. It was also being used in well fracking, successfully removing calcium from these wells. We decided to use it at Cottonwood. It is approx. \$10.00/gallon less than acid and other acidic chemicals. It will have the same effect on concrete so if the disposal area contains concrete it must be neutralized. Their neutralizer is also inexpensive and only requires about 10 gallons per well.

The customer decided to do two treatments in succession. Louvered pipe is hard to open up even with acid. We did two 20% solution treatments, which was two 270 gallon totes for each treatment. Chemical was installed in the well with tremie pipe and then brushed for 30 hours, the second batch of chemical was installed and we swabbed the well for 30 hours. This well originally produced small amounts of gravel pack for quite some time. This indicated to us that the well had not been properly developed after it was drilled.

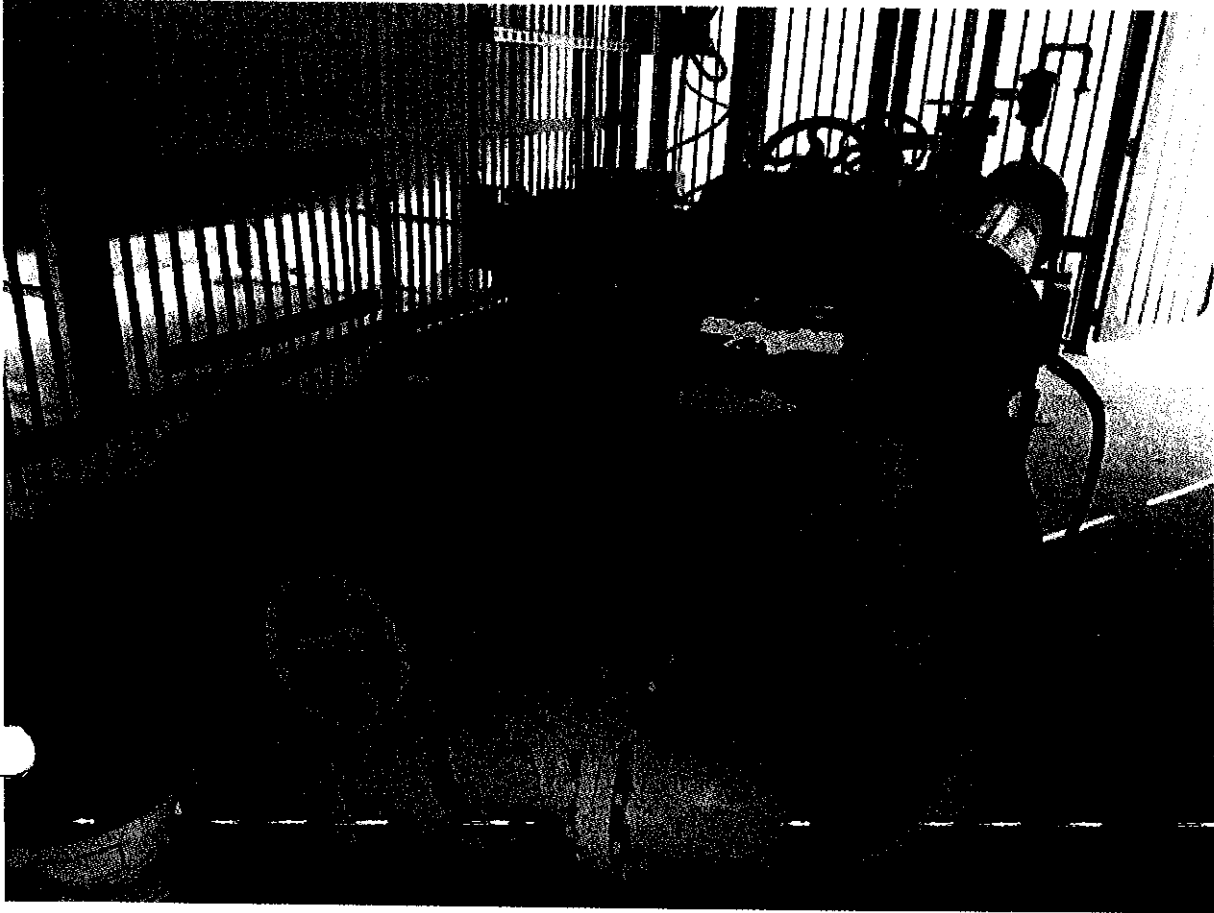
After swabbing the well for 30 hours we had pulled in 140' of sand and gravel pack into the well. We spent 40 hours bailing all of the gravel pack out down to the original 945' well depth. Well video was done. We found that the chemical had removed approx. 98% of the calcium. The louvers were virtually all open. This chemical had performed better than any acid treatment we had done in 20

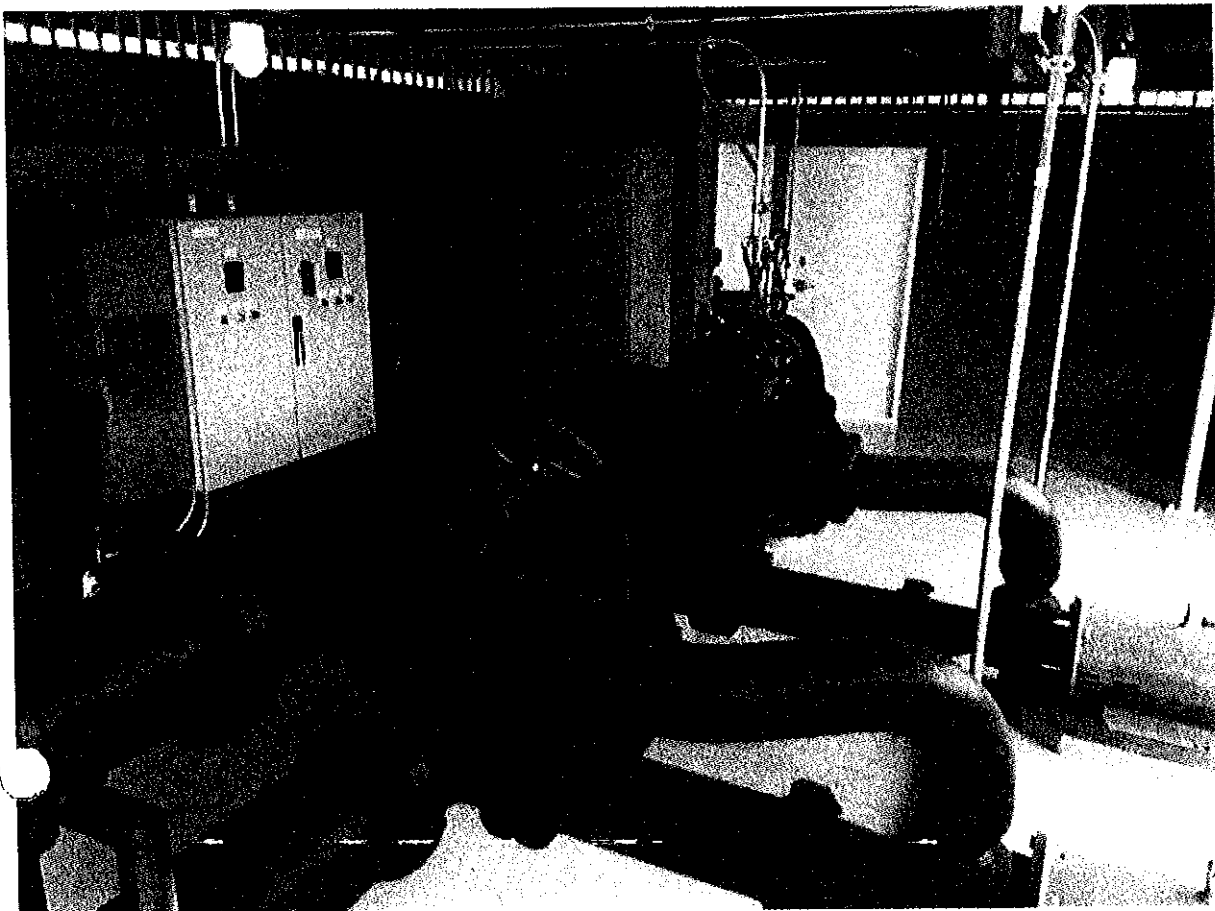
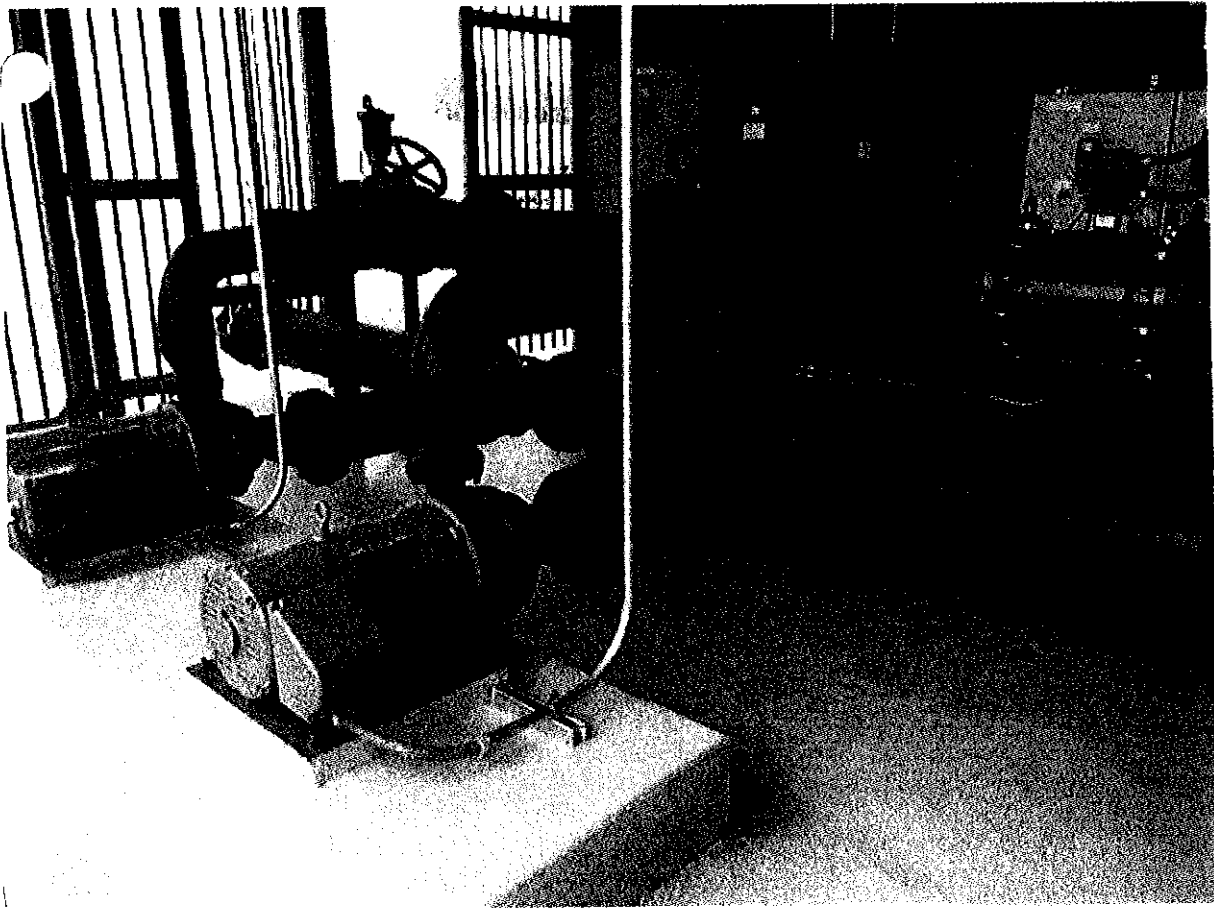
years. It was amazing. This is a 0 PH chemical which holds the PH down for approximately twice as long as acid. Prior to this video we put 10 gallons of neutralizer in the well and swabbed it for four hours before the PH came up to 6.5. We installed a 60HP submersible pump hooked to our portable 200HP VFD. It took approximately 8 hours of pumping into the street before it cleared up. The pumped water and brown material went down the street into a wash. This chemical is a break through over traditional acid methods. It eliminates the need for expensive baker tanks, above ground neutralization, and is safe for the crew to handle and install, unlike acid.

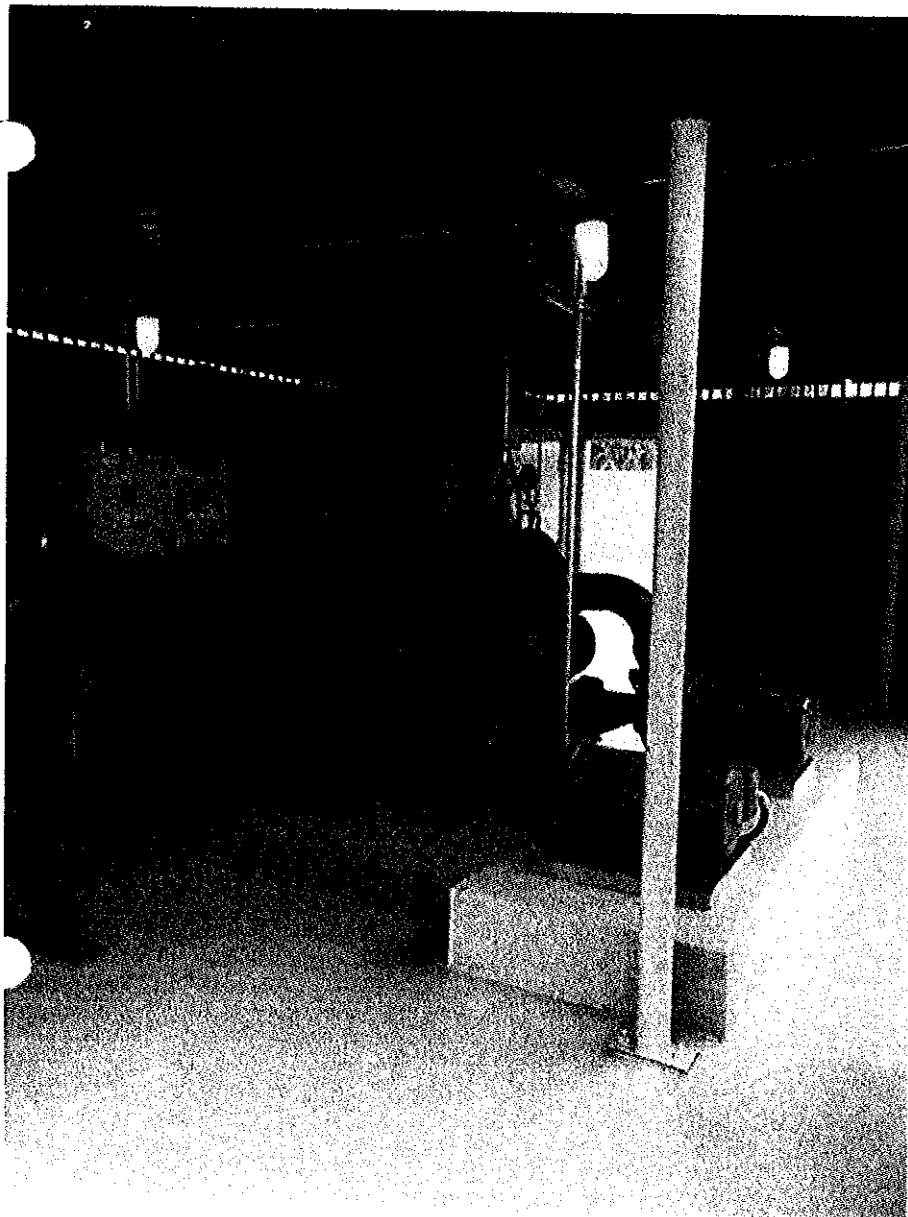
Brisas Booster Station: This was a booster station that had been built in the past three or four years. The customer could not use it after the one million gallon tank level dropped only 6 '. There were three stacked booster pumps, which were mis-designed, and a piping system that was not functional. We removed all three pumps and piping. We installed three Berkeley 850GPM centrifugal pumps, redesigned all of the piping system. The customer has complete use of the system now.

Cottonwood Booster Station: Complete demo and rebuild of the station. We removed three old centrifugal pumps, removed one concrete pump pedestal, removed an old diesel engine fire pump, and removed all of the old pressure system sensors. We installed two new 40HP Berkeley Centrifugal pumps designed for 750GPM @ 140' TDH. All new piping was designed and installed and new check and gate valves. New discharge pipe was fabricated on site to hook up to the main ductile pipe. New VFD's were installed with new wiring and conduit. Before and after pictures are provided.

CITY OF EL MIRAGE – COTTONWOOD BOOSTER STATION









City of Goodyear

**Attachment B
Municipal Utility Projects**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

Please list a minimum of three (3) Municipal Utility Projects from clients similar to the City of Goodyear whom the City may contact:

1	Entity Name:	City of El Mirage		
	Contact:	Scott Ketchmark	Phone:	603-876-4261
	Project Location:	Cottonwood Booster Station (photos included)		
	Dates & brief description of work & equipment used:	Mar 2008 - Demo all old pumps, piping, + electrical. Install new pumps, fabricated new piping + valves, and install 2 new VFDs. service truck, welders, crane truck		
	Contract Value:	\$84,968.21		
2	Entity Name:	City of El Mirage		
	Contact:	Scott Ketchmark	Phone:	603-876-4261
	Project Location:	Thompson Ranch Well		
	Dates & brief description of work & equipment used:	Mar 2017 - Pull 100HP submersible pump + motor, install new pump, motor, column pipe, inner column, video well, upgrade CTs in electrical panel. Pump rig, crane truck, service truck		
	Contract Value:	\$38,099.00		
3	Entity Name::	City of Surprise (letter attached)		
	Contact:	Kevin Larson	Phone:	603-696-9176
	Project Location:	Roseview Well		
	Dates & brief description of work & equipment used:	Aug 2009 - Pull pump from 650', brush + bail well, tear down pump in shop + trim pump impellers to reduce rpm from 1900gpm to 1400gpm, install well patch at 788', install new transducer, install permanent equipment.		
	Contract Value:	\$45,179.95 Pump rig, crane truck, service truck, shop equipment, subcontractor for well patch.		

Note: Use additional pages if necessary.



WATER RESOURCE MANAGEMENT
CITY OF SURPRISE
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-7100

RE: Empire Pump

To whom it may concern,

The City of Surprise has been contracting with Empire Pump for several years now. We have used Empire for several different projects. Listed below are a few examples:

- Expert knowledge
- Field advice
- Deep well rehabilitation to include disassembly, video log, brush/bail, pump rebuild, motor rebuilds, and reassembly/commissioning
- Parts
- Service
- Liners
- Airlifting
- Emergency service

For the past 5 years or so I have been contracting with Mike Mullin. Every time I call He responds immediately, understands exactly what is needed, and recommends more efficient approaches. I have called in with emergency requests which were coordinated and completed faster than other companies could even respond to take an initial look. After work is completed our sites are left in better shape than before, and the attention to detail is second to none.

Because of the level of service received, we keep an annual PO/ Cooperative contracts open and available to work with Mike as needed. I am very pleased to have him as a contact, and happy to recommend to anyone!


My contact info is listed below, please feel free to reach out to me with any questions:

Kevin Larson

City of Surprise- Water Maintenance Supervisor

C- 623-696-9176

Kevin.larson@surpriseaz.gov

	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Attachment C Additional Information Requested	

1. Resumes of key team members, Maximum 2 pages in length.
Identify the experience and qualifications of key members of the project team assigned to provide the services; including each members' years of experience with well and booster pump maintenance, including electrical and mechanical work. Include brief scope, date of services and staff involvement.

2. Provide examples of experience & expertise on wells built with Johnson Wire Wrap and Louvered Screen.

3. On the Fee Schedule, #1.12, on the "Percent Mark-Up for Materials", the City is requesting a complete list of materials.

ITEM 1. RESUMES

A. KEY TEAM MEMBERS:

1. Alan Crawford – President, Alan has over 18 years of experience in the water well industry. Skill set includes: OSHA 40 hour certification, MSHA Certification, Hazwopper training, Project Manager, Pump Rig Operator, Heavy Equipment Operator, Class A CDL, forklift operator, certified crane truck operator, stick and wire feed welding, Diesel mechanic, Goulds Pump certification (lineshaft & submersible).

Alan Crawford is the owner and president of Empire Pump Corporation. Alan was raised around heavy equipment and was operating it at a young age. He was born with an innate ability to figure out the function and motion of machinery. His father was an entrepreneur in construction and gave Alan a passion for business and problem solving. Alan later joined the Navy where he became an expert in flight crew aircraft re-fueling. His problem-solving and machinery knowledge promoted him to a supervisor position that entailed trouble-shooting and repairs for the flight deck pump stations.

In Alan's early twenties he learned the mechanics and operations of the drilling rigs in the oil field located in northern New Mexico. In the late nineties he adapted his knowledge of pumps to the water well industry. In 2001 he purchased his first pump company from a drilling firm. By 2006 Alan expanded his company by the purchase of the assets of Duncan Pump which created Empire Pump Corporation.

Alan is a well-respected leader in the water well industry among both competitors and clients. His problem-solving ability and creative insight is consulted through-out the valley. As an entrepreneur at heart he has owned and grown numerous businesses but his passion for the water well industry prevails.

Alan has lent his talents to the local youth football league for the past 5 years in a coaching capacity. He is very active in his community and his church.

2. Marvin Crawford – Fleet and Facilities Manager, Operations/H&S Manager, Marvin has 14 years of experience. Main Job Description: Manages mechanic and yard personnel. Key field personnel, troubleshooter on electrical, controls, and pumps. Skill set includes: OSHA 40 hour certification, MSHA Certification, Hazwopper training, Master Electrician, previous holder of A17 electrical engineering license for high voltage, Electrical Controls, 3M electrical splice certification, electrical and electrical controls troubleshooting, Project Manager, Pump Rig Operator, Heavy Equipment Operator, Class A CDL, forklift operator, certified crane truck operator, stick and wire feed welding, Diesel mechanic, Goulds Pump certification.
3. Mike Mullin – Project Manager, Mike has 12 years of experience in the water well industry. He will be the key contact and Project Manager for the City of Goodyear well and booster projects. He has been the Project Manager on multiple municipal contracts. Those include Mohave County, City of Goodyear, City of Flagstaff, City of Buckeye, City of Phoenix, and City of Avondale. He has managed over 300 well projects in the State of Arizona and Nevada. He was with Weber Water Resources for 7 years serving as Project Manager, Branch Manager, Corporate Sales Manager, and President. He joined Custom Pipe & Coupling after leaving Weber. Custom Pipe is a leading manufacturer of column pipe, oil tube and shaft, and water lube products for deep set

water wells and booster pumps. He was with them for 2 years working in the Phoenix office for 8 months as a Regional Sales Manager. He was asked to work on a plant expansion project at their Huntington Beach Plant, which he spent 4 months on. He was then transferred to their Manufacturing plant in Conroe Texas where he served as COO & Plant Manager.

He moved back to Phoenix to join Empire Pump Corporation, as a Project Manager, in May of 2016.

He has managed virtually every type of well project. These include new well construction, well abandonments, well pump pull, repair, inspect, and install, Aquifer test pumping. Well Rehabilitation projects including Brushing & Bailing, Dry Ice, and Acid Treatments. Well Modification projects including deepening, liners, and well Patches. Cable tool drilling including a new 400' x 20" well for the City of Phoenix at the SR85 Landfill farm. This well was part of a \$1,000,000.00, 8 well rehab project.

He has managed large projects and contracts for Epcor Water, Adaman Water, Virgin Valley Water, Valley Pioneers Water, Nevada Power, and Mesquite Power.

Mike has excellent communication and people skills. His customer centric focus has resulted in many long term relationships with his customers. He will always consult with the customer, and tap into the brain trust of his team to solve complex problems that arise. He has a unique ability to bring a team together and achieve buy in, so the customer's expectations and standards are met on every project. Mike has been very involved in Rotary International and is a Paul Harris Fellow. Mike has served on various community service boards including Rotary, March of Dimes, and United Way.

4. Omar Ardon – Over 20 years of industry experience

Main Job Description – Pump Rig Operator. Twelve years of experience as a Pump Rig Operator, up to 50 ton rigs. Skill set includes : Stick Welding, cutting torch, pump motor electrical, submersible motor cable splices, split case pumps, centrifugal pumps, booster pumps and mechanical seals, brush and bailing, Dry Ice treatments, Acid Treatments, well liners, well abandonments, certified crane truck operator, test pump operator, Class A CDL driver, and Forklift Certification.

City of Goodyear
Solicitation Number: IFB20-5492
Attachment C

Item 2:

Approximately 50% of the commercial wells we work on are either screened or louvered, with louvered being more common. Mike Mullin, the Project Manager for this contract, has approximately 4 years of experience working on the City of Goodyear wells, when he was with Weber. He worked with Ruben Veloz and Ryan Penny on all of the projects. There are two projects for EPCOR Water and City of El Mirage in our projects section that are both louvered well projects.

Item 3: This is a list of products that we sell and repair.

VERTICLE TURBINE WELL AND BOOSTER PUMPS:

Goulds, National, Flowserve, Gicon, Floway, Peerless, Hydroflow, American Turbine and Berkely. We have access to other manufacturers as well. Goulds, Gicon, and National are our main brands.

VERTICAL TURBINE MOTORS:

GE MOTORS, US MOTORS, BMR MOTORS

SUBMERSIBLE PUMPS:

Goulds, Franklin, Grundfos, Peerless, National, Berkely, Gicon, and American Turbine. Goulds and Gicon are our main brands.

SUBMERSIBLE MOTORS:

Hitachi, Tesla, SME, Franklin, ITT Goulds, and Grundfos. Hitachi is our main brand.

SUBMERSIBLE PUMP CABLE:

Service Wire, all sizes up to 500MCM. National for 750MCM.


SOFT STARTS AND VFD'S:

We use subcontractors for all new starter and VFD installs.

1. Industrial Power has a panel shop and can customize a panel for any application. They can do virtually any brand of electrical equipment. Their main brand is Benshaw. They just are finishing a \$10,000,000.00 project with the City of Phoenix.
2. Guether Electric: Smaller Contractor, but very good. They do all the electrical and panel work for the Gila River Indian and Irrigation District.
3. We also can provide off the shelf panels and VFD's from 2M Company, Mitchell Lewis, Gicon, and Preffered Pump, all local venders.

WELL CHEMICALS:

- NSF/WATERSAFE – a very effective NSF product that works like acid, only better and more safely. Approximately 30% less expensive than acid products.
- WELL-KLEAN PRE BLEND – a pre blend acid product.
- WELL RENEW – pre blend acid product.
- DH-72 – a NSF product that works on mineral based build up. Does not work as well on calcium but is a very effective rehab product and inexpensive.

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 20-5492 REVISED Solicitation Due Date: May 7, 2020 Time: 3:00 pm	

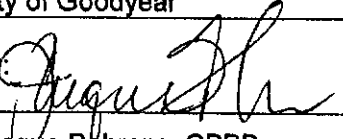
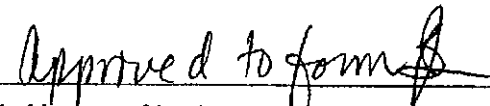
Well and Booster Pump Maintenance

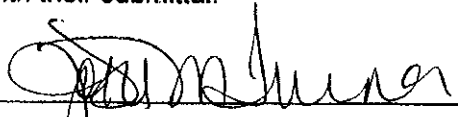
The bid opening for the above mentioned solicitation has been revised.


The revised due date is: May 7, 2020 @ 3:00 p.m.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Manager: Jacque Behrens, CPPB

City of Goodyear	Approved as to form
By: 	By: 
Jacque Behrens, CPPB	Roric Massey, City Attorney

<u>Acknowledgement by Contractor</u>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: 3/31/20

	Solicitation Amendment No. 2	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 20-5492 REVISED Solicitation Due Date: May 7, 2020 Time: 3:00 pm	

Well and Booster Pump Maintenance

The following questions were received by the City of Goodyear. The City's response are shown below:

Question #1: I am working on the well and booster pump equipment maintenance contract. I need some clarification on the following items.

- | | |
|----------------------------------|---|
| 1.1 Dump Truck | Is this meant to be a flatbed truck for hauling pump equipment? |
| 1.9 Portable Step Test Equipment | Is this a complete temporary test pump assembly to be installed in the well or simply test equipment to run an efficiency test on an existing pump? |
| 1.11 Sonar Services | I assume this is for Sonar Jetting for the purpose of cleaning a well? |

Answer #1:

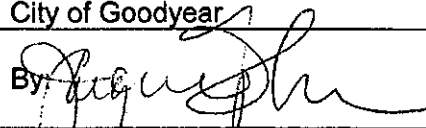
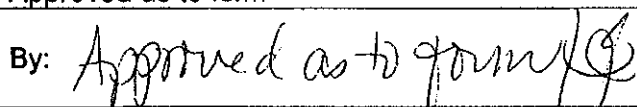
For 1.1 Dump Truck: If part of the well rehab requires dirt, rock / gravel pack to be brought into the site, bidders should identify the cost for this.


For 1.9 Portable Step Test Equipment: A complete temporary test pump assembly including generator to test the well efficiency after a well rehab or other well pumping issue.


1.11 Sonar Services, Yes, that is correct.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Manager: Jacque Behrens, CPPB

City of Goodyear	Approved as to form
By: 	By: 
Jacque Behrens, CPPB	Roric Massey, City Attorney

<u>Acknowledgement by Contractor</u>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: 4/10/20

	Solicitation Amendment No. 3	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 20-5492 REVISED Solicitation Due Date: May 7, 2020 Time: 3:00 pm	

Well and Booster Pump Maintenance

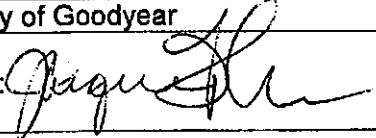
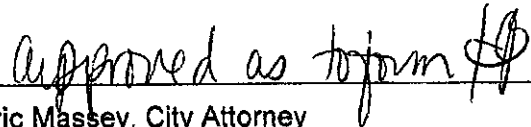
Change: Instructions to Bidders/Offers, Section 1, 1, page 3 is changed to read: **one (1) original marked "original" and one thumb drive.**

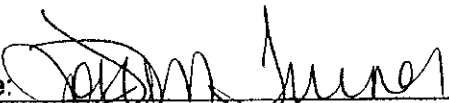
Instructions for dropping off or mailing in your bids:

- If you are dropping off your bid/offer submittal, bids must be dropped off at City Hall at our mail room. Mail room is located on the West side of City Hall, 190 N. Litchfield Road, Goodyear, AZ 85338.
- If you are mailing in your response, we strongly recommend using Fed-X or UPS. We get a large volume of USPS mail and it currently is being quarantined for 24 hours. We don't want your offer getting mixed up with our regular mail and the reason for the recommendation of Fed-X and/or UPS.
- We are anticipating that City Hall will still be closed. Therefore, we will be video conferencing the bid opening on Microsoft Teams. We will send invites to the meeting at the email addresses used to download the bid/proposals.
- The preliminary bid tabulation sheet will be posted within 1-2 business days from the bid opening. Note: **The information on the preliminary IFB/RFP tabulation sheet will be posted as it was read during the opening, in the order that the offer was received. The city makes no guarantee as to the accuracy of any information on the preliminary tabulation sheet.**

No other terms, conditions, or performance standards written or implied are changed.

Procurement Manager: Jacque Behrens, CPPB

City of Goodyear	Approved as to form
By: 	By: 
Jacque Behrens, CPPB	Roric Massey, City Attorney

<u>Acknowledgement by Contractor</u>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: 4/24/20

Client#: 1182782

EMPIRUM1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Kim Russell
	PHONE (A/C, No, Ext): 602-666-4893 FAX (A/C, No):
E-MAIL ADDRESS: phx.certificates@usi.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Hailmark Ins Co of Texas	NAIC # 43494
INSURER B: Berkley Casualty Company	15911
INSURER C: Underwriters at Lloyd's London	NONAIC
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Empire Pump Corporation DBA Duncan Pump
 1736 W. Parsons Rd
 Phoenix, AZ 85085

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	44CL624481 ✓	01/05/2020	01/05/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	44CL624481 ✓	01/05/2020	01/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			44CL624481 ✓	01/05/2020	01/05/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	AMWC291402 ✓	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Pollution Liability			ENP000229003	01/05/2020	01/05/2021	\$2,000,000 Ea Claim \$2,000,000 Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Goodyear 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

nd Workers Compensation policies provide a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. Per Project Aggregate Applies.

RE: IFB 20-5492 Well and Booster Pump Equip. Maint. Service.

Additional Insureds Include: Its elected and appointed boards, officers, officials, agents, employees, and volunteers.

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured for completed operations. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard."
- B.** With respect to the insurance afforded to these additional insureds, the following limitations apply:
1. This additional insured status is granted only at the locations listed in the written contract.
 2. Coverage is limited to "your work" that is described in the classifications or schedule of hazards shown in the General Liability Declarations of this policy.
- C.** With respect to the insurance afforded to these additional insureds, the following exclusion applies:
- This insurance does not apply to:
- "Bodily injury" or "property damage" which occurs prior to the execution of the written contract or the effective date of this endorsement.

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- 2. The insurance provided to the Additional Insured is limited as follows:
 - a. The Additional Insured is only an additional insured for:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
 - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- 3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
 - a. "Property damage" to:
 - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
 - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
 - (3) "Your work" performed for the Additional Insured.
 - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
 - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to add the following subparagraph:

d. Additional Insured's Other Insurance As Excess Insurance

To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

B. Mobile Equipment Broadened Coverage

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow Removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

C. Aggregate Limit Per Project

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: 44CL624481

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER: 44CL624481 ✓

COMMERCIAL AUTO
BA 20 04 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/05/2020
Named Insured: Empire Pump Corporation

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs.

However, such person or organization is an insured:

1. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
2. Only during the policy period; and
3. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO COVERAGE FORM ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured, is amended by the addition of the following:

1. Broadened Named Insured

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization.

However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy's limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Blanket Additional Insured

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs.

However, such person or organization is an insured:

- a. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. Employee Hired Autos

1. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured, is amended by the addition of the following:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Under SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance, Paragraph b. is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
(1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

If Employee Hired Autos Coverage Form **CA 20 54** is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

C. Supplementary Payments

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are deleted and replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Transportation Expenses

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage, including Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

E. Loss Of Use Expenses

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,000.

F. Theft Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$1,000.

G. Rental Agency Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
4. Maximum total amount payable under Paragraphs 1., 2. and 3. combined is \$7,500.

H. Hired Auto Physical Damage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

I. Airbag Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3.a.** is replaced as follows:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

J. Glass Breakage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible,** the following is added:

However, if Comprehensive or Specified Causes Of Loss Coverage is purchased on a covered "auto", any deductible shown in the Declarations as applying to the covered "auto" will not apply to glass breakage if the damaged glass is repaired in a manner acceptable to us rather than replaced.

K. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

If Physical Damage Coverage for which a premium is shown, is designated in the Declarations for a covered "auto" we will provide Rental Reimbursement Coverage.

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. 30 days; or
 - b. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
3. Our payment is limited to the lesser of the following amounts:
 - a. \$40 any one day; or
 - b. Necessary and actual expenses incurred.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions, a. Transportation Expenses.**

If Rental Reimbursement Coverage Form **CA 99 23** is attached to this policy, then the Rental Reimbursement Coverage described above does not apply.

L. Blanket Waiver of Subrogation

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, Paragraph 5., Transfer Of Rights Of Recovery Against Others To Us,** is amended by the addition of the following:

We will, however, waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract".

This provision does not apply unless the permit has been issued or the written contract or written agreement has been executed, prior to the "bodily injury" or "property damage".

M. Unintentional Failure To Disclose Hazards

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

N. Duties In The Event Of Accident, Claim, Suit Or Loss

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph 2.a.**, is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:
- (1) You, if you are an individual;
 - (2) A partner or member, if you are a partnership or joint venture;
 - (3) A member or manager, if you are a limited liability company; or
 - (4) An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your "employees" may know of an "accident", claim, "suit" or "loss". This will not mean that you have such knowledge of an "accident", claim, "suit" or "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance General Condition** in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier and Truckers Coverage Forms and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2019
Insured Empire Pump Corporation

Policy No. AMWC291402 ✓

Endorsement No.
Premium

Insurance Company American Mining Insurance Countersigned by _____