

CONTRACT FOR SERVICES

Contract No. 2021-28

This Contract is entered into this _____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Chief Building Services, LLC, an Arizona Limited Liability Company ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

1. Scope of Work: Contractor shall provide the services generally described as follows:

Security Services: City Library Facilities & City Hall

and as more specifically described in the Scope of Work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a total amount not to exceed **one-hundred thirty thousand dollars (\$130,000)**, as specified in the attached **Bid Sheet**:
 - a. City Library Facilities Account: An amount not to exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00)
 - b. City Hall Account: An amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00)
3. Invoices: A separate invoice shall be issued by the Contractor for Security Services conducted at the location of: (1) the City Library Facilities; or (2) City Hall. Invoices shall include the Contract and/or Purchase Order number, the location of and dates when Security Services were provided. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory services received by the City.
4. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
5. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit C are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
6. City Representatives: All communications to the City shall be through the City Representative who will be responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
 - a. The Representative for City Library Facilities is Jared Tolman, Executive Director, Flagstaff City Coconino Public Library.

- b. The Representative for the City Hall Facility is Craig Smith, Facilities Maintenance Superintendent, City of Flagstaff.
7. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B. This Contract shall be effective as of the date signed by both parties.
 8. Renewal: This Contract may be renewed for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) will have the authority to approve renewal on behalf of the City.
 9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B.
 10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise, the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.
 11. Insurance: Contractor will meet the insurance requirements of the City set forth in Exhibit D.
 12. Notice: Any formal notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To City Procurement:

Brian Eilerts
 Senior Procurement Specialist
 City of Flagstaff
 211 W. Aspen Avenue
 Flagstaff, AZ 86001
 Brian.Eilerts@Flagstaffaz.gov

To the Contractor:

Chief Building Services, LLC
 Al Hawkins, President
 4643 E. Thomas Road, Suite 11
 Phoenix, AZ 85018
 Sales@Cheifbldservices.com

Regarding the Library:

Jared Tolman, MLS
 Library Director
 Flagstaff City-Coconino County Public Library
 300 W. Aspen Ave.
 Flagstaff, AZ 86001
 jtolman@flagstaffpubliclibrary.org

Regarding City Hall:

Craig Smith
 Facilities Maintenance Superintendent
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Craig.Smith@flagstaffaz.gov

13. Authority: Each party warrants that it has authority to enter this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK – LIBRARY FACILITIES:

Security officers provided under this contract will perform work of moderate difficulty attending to the needs of the City of Flagstaff Libraries by providing security services at the Downtown and East Flagstaff locations. Guard services are needed as well as evening checks at both locations.

Observed Holidays are New Year's Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, & Christmas Day.

Flagstaff Public Library (Downtown)
300 W. Aspen Ave.
Flagstaff, AZ 86001

On-Site Guard Service

Guard services will include staying on site from 1100 hours to 1700 hours (11:00 am to 5:00 pm) Monday – Saturday and 0900 hours to 1300 hours (9:00 am – 1:00 pm) on Sunday. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist library staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all those in the library. Guard will always conduct themselves professionally and politely in assisting library staff and patrons. The guard will patrol the designated area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems. When incidents occur, the guard is required to write a written report of the event for the library's record.

One check nightly

Check nightly - everyday but holidays. Monday through Thursday check is at 1950 hours (7:50 pm), Friday check is at 1750 hours (5:50 pm). The Saturday check is at 1650 hours (4:50 pm) and the Sunday check is at 1250 hours (12:50 pm), the weekend checks will be performed by on-site guard. Enter building and check in with Reference staff on duty. Walk the interior of the building inform people the library is closing. Check the restrooms for people. Deter any potential incidents or criminal activity. Once the library is closed the guard will perform another check to make sure everyone is gone. If there is a problem the guard will stay with library staff until the problem is resolved. Once all patrons are out of the library, guard will secure front doors. Then he/she will drive around to the back driveway and wait for staff to leave the garage and make sure the garage door closes. No service on holidays as Library is closed.

East Flagstaff Community Library
3000 N. Fourth Street, Suite 5
Flagstaff, AZ 86004

On-Site Guard Service

Guard services will include staying on site from 1100 hours to 1700 hours (11:00 am to 5:00 pm) Monday – Friday, 0900 hours to 1300 hours (9:00 am – 1:00 pm) Saturdays, and 1100 hours to 1700 hours (11:00 am to 5:00 pm) Sundays. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist library staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all those in the library. Guard will always conduct themselves professionally and politely in assisting library staff and patrons. The guard will patrol the designated area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems. When incidents occur, the guard is required to write a written report of the event for the library's record.

One check nightly

Check nightly - everyday but holidays. Monday through Thursday check is at 1950 hours (7:50 pm), Friday check is at 1750 hours (5:50 pm). The Saturday check is at 1250 hours (12:50 pm), and Sunday check is at 1650 hours (4:50 pm), the weekend checks will be performed by on-site guard. Enter building and check in with front desk staff on duty. Walk the inside perimeter of the building ensuring all windows are secured and inform people the library is closing. Check the restrooms for people. Deter any potential incidents or criminal activity. Once the library is closed, guard will perform another check to make sure everyone is gone. If there is a problem the guard will stay with library staff until the problem is resolved. Once all patrons are out of the library, guard will secure front doors and wait while staff get into their cars. No service on holidays as Library is closed.

SCOPE OF WORK – CITY HALL:

Security guards provided under this contract will perform work of moderate difficulty attending to the needs of the City of Flagstaff City Hall by providing security services in this facility during normal working hours.

Observed Holidays are New Year's Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, & Christmas Day.

**Flagstaff City Hall
211 W. Aspen Ave.
Flagstaff, AZ 86001**

On-Site Guard Service

Guard services will include staying on site during posted business hours of the facility – rotating as the schedule changes (Winter / Summer) Monday – Friday. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist City staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all City employees and public patrons. Guard will always conduct themselves professionally and politely in assisting City Hall staff and patrons. The guard will patrol the designated area for public access to make his/her presence known. The guard will keep an eye out for suspicious, rude, or unruly behavior including vagrancy in support of business only access and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems.

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

PAYMENT

5. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
6. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
7. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
8. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
9. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
10. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

11. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

12. INDEPENDENT CONTRACTOR: Contractor, and each of Contractor's employees, shall be considered independent contractors for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

INSPECTION, RECORDS, ADMINISTRATION

13. RECORDS: The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five (5) years after completion of the Contract.

14. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect Contractor's place of business or its subcontractor's place of business during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

15. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

16. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

17. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract.

18. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

19. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses,

losses, royalties, profits and damages, attorneys' fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 20. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 21. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
- 22. AMENDMENTS:** This Contract may be amended by written agreement of the parties.
- 23. SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
- 24. NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 25. ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
- 26. BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 27. SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 28. NONDISCRIMINATION:** Contractor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identity, genetic information, age, national origin, disability, veteran status, caregiving responsibilities, or familial status shall have equal access to employment opportunities. Contractor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 2008 as amended, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Age Discrimination and Employment Act of 1967 as amended, Genetic Information

Nondiscrimination Act of 2008. In addition, any Contractor shall also comply with City Code, Chapter 14-02, Civil Rights which prohibits discrimination based upon sexual orientation, or gender identity or expression.

- 29. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
- 30. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 31. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 32. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 33. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 34. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

- 35. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 36. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 37. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 38. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 39. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 40. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 41. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 42. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 43. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 44. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 45. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall

be filed in Coconino County, Arizona.

46. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

47. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

SPECIAL TERMS AND CONDITIONS

1. Comply with all federal, State, and Local Statutes, ordinances, and Regulations while performing services outlined in the scope of work or those added or modified at a later date.
2. Provide qualified, trained security guards, licensed by the State of Arizona.
3. Security guards will be well groomed, exhibit good hygiene and present themselves in a professional manner at all times.
4. The Contractor shall have their security guard employees wear a company uniform and supply necessary equipment.
5. Provide all supervision of the trained guards.
6. Provide security services to the locations on holidays and include a line item if there is an additional charge for holiday pay.
7. Provide a monthly written report with the billing of any criminal activity at the locations and include a line item if there is an additional charge for standby time. Per minute cost.
8. Provide a cost option for each nightly check duty (1st check, 2nd check, & 3rd check) so the City can add additional sites at a later date.
9. The City reserves the right to add and/or remove services and/or facilities during the life of this contract. Additionally, the City reserves the right to make changes or adjustments to the various service hours, service frequencies and services provided as necessitated by the requirements, usage and needs of each facility manager.

EXHIBIT D
INSURANCE

1. In General: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain: Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance: The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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4. Self-Insured Retention: Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. Other Insurance Requirements: The policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation: The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Brian Eilerts
Contract No. 2021-28
Purchasing Department
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Brian.Eilerts@Flagstaffaz.gov

7. Acceptability of Insurers: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted

on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before Contractor commences work.

9. Policies: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications: Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.