

**CONTRACT FOR SERVICES**

Contract No. 2023-73

This Contract is entered into this 15<sup>th</sup> day of December, 2022 by and between the City of Flagstaff, a political subdivision of the State of Arizona (“Owner”), TB Real Property Consultants, LLC, an Arizona limited liability company (“Contractor”).

WHEREAS, the City desires to receive and Contractor is able to provide real estate support and acquisition services;

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

**SERVICES**

1. **Scope of Work:** The Contractor shall provide professional planning services generally described as:

**Beulah/University Realignment Project – Property Acquisition Services**

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

2. **Standard Terms and Conditions:** The City’s Standard Terms and Conditions for Services attached hereto as Exhibit B apply to the performance of this Contract.
3. **Key Personnel/Subcontractors:** Contractor was selected for its special knowledge, skills and expertise and shall not subcontract work in whole or in part without the City’s advance written consent. The contact information for Contractor’s Key Personnel and subcontractors (if any) shall be provided to the City. Key Personnel are those who have significant responsibilities for completion of the services. The City Representative has the right to approve any proposed substitution of Key Personnel or Subcontractors.

Subcontractor approved to work on the Project with Contractor is Chris Childers.

**CITY RESPONSIBILITIES**

4. **City Representative:** The City Representative Bryce Doty, Real Estate Manager, or designee. All communications with the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Procurement Specialist.
5. **City Cooperation:** The City will cooperate with the Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for the Contractor’s performance of this Contract.

**CONTRACT TERM**

6. **Contract Term:** The Contract term shall commence on November 1, 2022 and continue for a period of two (2) years.
7. **Renewal:** This Contract may be renewed or extended for up to one additional one-year term by mutual written consent of the parties. The City Manager may designate this authority to the

Purchasing Director.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached as Exhibit B.
9. Availability of Funds: The City may terminate all or a portion of the Contract immediately, without prior notice and/or penalty, if there is no funding for the services due to budget constraints and non-appropriation of funds for the following fiscal year.

#### PAYMENT

10. Compensation: In consideration for the Contractor's satisfactory performance, the City shall pay the Contractor an amount not to exceed forty-nine thousand five-hundred dollars (\$49,500.00). Any price adjustment must be approved in writing and approved by both the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise the approval of City Council is required.

#### INSURANCE

11. Insurance: Throughout the term of this Contract, the Contractor shall comply with the City's standard insurance requirements set forth in Exhibit C.

#### NOTICE

12. Notice: Any notice concerning this Contract shall be sent by certified mail or email as follows:

CITY:

Patrick Brown  
Procurement Director  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[PBrown@flagstaffaz.gov](mailto:PBrown@flagstaffaz.gov)

WITH A COPY TO:

Bryce Doty  
Real Estate Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[BDoty@flagstaffaz.gov](mailto:BDoty@flagstaffaz.gov)

CONTRACTOR:

Todd M. Belzner, President/Owner  
TB Real Property Consultants, LLC  
27626 N. 46<sup>th</sup> Street  
Cave Creek, AZ 85331  
(480) 415-4819  
[Tbelzner1@gmail.com](mailto:Tbelzner1@gmail.com)

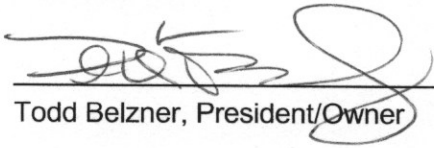
#### MISCELLANEOUS

13. Successors and Assigns: Contractor was selected for its special knowledge, skills and expertise, and shall not assign this Contract, in whole or in part, without the City's prior written approval. Likewise, Contractor shall not delegate any duty required by the Contract without prior written approval of the City.

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

15. Execution: This Contract is effective the date upon final signature of both parties.

CONTRACTOR

 12/5/22  
\_\_\_\_\_  
Todd Belzner, President/Owner

CITY OF FLAGSTAFF

\_\_\_\_\_  
Dan Folke, Community Development Director

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND PRICING**

**Real Estate Acquisition Services**

Contractor shall assist in acquiring real property interests for the Beulah/University Realignment Project ("the Project"). The project involves over 30 Coconino County Assessor parcels. A chart listing the property interests to be acquired for the Project is attached as Exhibit A-1.

City will assign all or some of these property interests to Contractor for acquisition by issuance of a Notice to Proceed.

**Schedule**

The City anticipates it will be receiving appraisals November 2022 – January 2023. Time is of the essence for completion of acquisitions. City will make offers with 30 days for negotiation of a purchase agreement, and then may elect to proceed with condemnation to acquire immediate possession. The schedule calls for construction to begin in Spring 2023. This project does not require federal relocation assistance to property owners.

**City tasks**

City will perform following tasks:

- Obtain appraisals
- Prepare and send offer letters, with forms of purchase contracts, deeds and easements
- Order title reports and any updates
- Order litigation guarantee reports
- Order environmental assessments
- File condemnation actions if necessary to obtain immediate possession
- Provide Contractor with a list of the property interests to be acquired

**Contractor tasks**

Contractor will perform the following tasks for the property interests assigned by City to be acquired:

- If requested by City, review draft offer letters, with forms of purchase contracts, deed and easements
- Negotiate with property owners, in person if necessary, for purchase of the property interests
- Track and record all contacts with property owners and outcome
- Maintain owner contact logs for each parcel
- Maintain a separate file for each parcel (to include all property interests being acquired)
- If required by City, conduct review appraisals (project is not federally funded, no review appraisals anticipated)
- Assist City in preparing market analysis valuations for low value acquisitions (in lieu of appraisals) which includes, but is not limited to properties listed below
- Review appraisals Title Reports supplied by City (cursory review, as needed to respond to property owner comments)
- Review materials supplied by City
- Review any data or appraisals supplied a property owner
- Review construction plans with the Project Manager as needed to answer property owner questions

- Work with Pioneer Title to complete acquisitions
- Notify City of any property owner requests for additional compensation or other measures not included in the initial offer (City reserves right to approve or disapprove)
- Obtain approval from City Attorney's Office for any modifications to the forms of purchase contracts, deeds and easements
- Participate in Executive Session for purposes of property negotiation if requested by the City Attorney's Office
- Provide information to City's outside legal counsel for condemnation if requested by the City Attorney's Office
- Present fully negotiated purchase contracts to City Real Estate Manager for execution
- Provide weekly status reports of acquisition efforts to Real Estate Manager via email in the form of an Excel spreadsheet provided by the Real Estate Manager
- Preserve all materials related to performance of this contract for five (5) years
- Maintain confidentiality of any attorney-client privileged information
- Maintain confidentiality of any materials City advises should remain confidential

The City's Representative for this contract is Bryce Doty, Real Estate Manager, (928)-213-2072, [bryce.doty@flagstaffaz.gov](mailto:bryce.doty@flagstaffaz.gov). All communications should be routed through the City Representative.

#### Pricing

Todd Belzner \$135.00 per hour

As part of any City approval of a subcontractor, City will approve his or her hourly rate based on experience and difficulty of work.

Low value acquisitions (temporary construction easements on Yale Street):

103-20-005	Elden Properties, LLC
103-20-006	Elden Properties, LLC
103-20-007	Elden Properties, LLC
103-20-008	Bleekers Investments, LLC
103-20-009	Adrian and Laura Parra-Atayde
103-20-010	Jamb Properties of Northern Arizona
103-20-011	Adrian and Laura Parra-Atayde
103-20-012	Ronald and Christal Stump

Beulah/University Drive Roadway Project - Chart(attached as Exhibit A-1)

Exhibit 1  
Chart

<b>Project #</b>	<b>APN</b>	<b>Legal Description</b>	<b>Owner Parcel Address/Owner Address Mailing Address</b>	<b>Property Interest to be Acquired</b>	<b>Square Footage of Property Interest to be Acquired</b>
BU-01	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Right-of-Way	2,730
BU-02	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Slope Easement	581
BU-04	103-32-002B	See attached legal description	Hsuan Partnership 360 W. Forest Meadows St. Flagstaff, AZ 86001	Sidewalk Easement	240
BU-06	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Right-of-Way	1,930
BU-07	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Temporary Construction Easement	844

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BU-08	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Public Utility Easement	148
BU-09	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Drainage Easement	558
BU-10	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	11,1178
BU-11	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC 800 W. University Ave. Flagstaff, AZ 86001  1 Whitecliff Laguna Niguel, CA 92677	Temporary Construction Easement	362

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BU-12	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	7,902
BU-13	103-21-026 NORTH	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	456
BU-14	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Drainage Easement	492
BU-15	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	4,236

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BU-18	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	44,335
BU-19	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	1,885
BU-22	103-20-059D	See attached legal description	University Square Apartments  700 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	3,792
BU-23	103-20-059D	See attached legal description	University Square Apartments  700 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Temporary Construction Easement	4,604

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BU-24	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Slope Easement	272
BU-25	103-21-025	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	2,293
BU-26	103-21-025	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	5,124
BU-28	103-21-025	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Right-of-Way	16,341

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BU-29	103-21-027	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-027 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	3,914
BU-31	103-21-021C	See attached legal description	Westside Property LLC 575 W. University Ave. Flagstaff, AZ 86001 43551 Mission Blvd. No. 111 Freemont, CA 94539	Temporary Construction Easement	2,618
BU-33	103-21-003	See attached legal description	MGS University LLC 600 W. University Ave. Flagstaff, AZ 86001 7117 E. Rancho Vista Dr. No. 6003 Scottsdale, AZ 85251	Temporary Construction Easement	1,060
BU-34	103-21-004	See attached legal description	Elden Properties LLC 1618 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	236

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BU-35	103-21-005	See attached legal description	Daniel & Diane Borden 1612 S. Yale St. Flagstaff, AZ 86001  8767 Sunshine Ave. Flagstaff, AZ 86004	Temporary Construction Easement	215
BU-36	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001  6266 La Salle Ave. Oakland, CA 94611	Right-of-Way	494
BU-37	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001  6266 La Salle Ave. Oakland, CA 94611	Temporary Construction Easement	72
BU-38	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Right-of-Way	11,905

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BU-39	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Right-of-Way (ped underpass)	3,417
BU-40	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Public Utility Easement	6,885
BU-41	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement	696
BU-42	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Bus Stop Milton	377

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BU-43	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement University	3,784
BU-44	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001  PO Box 9456, Minneapolis, MN 55440	Temporary Construction Easement	21,203
BU-45	103-21-021B	See attached legal description	Burger King Corporation 1765  1651 S. Milton Rd. Flagstaff, AZ 86001  PO Box 460189 Houston, TX 77056	Sidewalk Easement	1,805
BU-46	103-21-021B	See attached legal description	Burger King Corporation 1765  1651 S. Milton Rd. Flagstaff, AZ 86001  PO Box 460189 Houston, TX 77056	Temporary Construction Easement	9,732

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BU-47	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001  PO Box 460189 Houston, TX 77056	Public Utility Easement	134
BU-48	No APN - ROW	See attached legal description	City of Flagstaff  ROW from COF to ADOT Milton West  211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	2,927
BU-49	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University  University Drive Flagstaff, AZ 86001  PO Box 4092 Flagstaff, AZ 86011	Right-of-Way	1,547
BU-50	N/A	See attached legal description	Right-of-Way from 103-22-005A Target to ADOT Milton East	Right-of-Way	431

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BU-51	N/A	See attached legal description	City of Flagstaff ROW COF to 103-20-059D University Square Apt. 211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	1,007
BU-52	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University University Drive Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	27,007
BU-53	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Drainage Easement	148
BU-54	103-22-002A	See attached legal description	Diocese of Phoenix Catholic Cemeteries & Mortuaries 201 W. University Dr. Flagstaff, AZ 86001 2033 N. 48th St. Phoenix, AZ 85008	Drainage Easement	138

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BU-55	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC  800 W. University Ave. Flagstaff, AZ 86001  1 Whitecliff Laguna Niguel, CA 92677	Sidewalk Easement	138
BU-56	103-22-004D	See attached legal description	Greentree Associates LTD  1800 S. Milton Rd. Flagstaff, AZ 86001  6266 La Salle Ave. Oakland, CA 94611	Public Utility Easement (Light Poles)	382
BU-57	103-32-001	See attached legal description	SHREEJI Flagstaff LLC  2005 S. Milton Rd. Flagstaff, AZ 86001	Drainage Easement	541
BU-59	103-19-001B	See attached legal description	Arizona Board of Regents for Northern Arizona University  1115 Knoles Dr. Flagstaff, AZ 86001  PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	881

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BU-60	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001  PO Box 3568 Flagstaff, AZ 86003	Public Utility Easement	217
BU-61	103-21-025	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	357
BU-62	103-21-025	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	30
BU-63	103-21-024	See attached legal description	VP CINEMA LLC  Adjacent to parcel 103-21-026 W. University Ave.  2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	18

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BU-64	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	144
BU-65	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	142
BU-66	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Public Utility Easement	60
BU-67	103-21-006	See attached legal description	Elden Properties LLC 1606 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	50

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BU-68	103-20-005	See attached legal description	Elden Properties LLC 1600 S. Yale St. Flagstaff, AZ 86001  PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	78
BU-69	103-20-006	See attached legal description	Elden Properties LLC 1530 S. Yale St. Flagstaff, AZ 86001  PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	144
BU-70	103-20-007	See attached legal description	Elden Properties LLC 1524 S. Yale St. Flagstaff, AZ 86001  PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	156
BU-71	103-20-008	See attached legal description	Bleeker Investments LLC 1518 S. Yale St. Flagstaff, AZ 86001  5400 E. Empire Ave. Flagstaff, AZ 86004	Temporary Construction Easement	184

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BU-72	103-20-009	See attached legal description	Adrian & Laura Parra-Atayde  1512 S. Yale St. Flagstaff, AZ 86001  1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	180
BU-73	103-20-010	See attached legal description	JAMB Properties of Northern Arizona LLC  1506 S. Yale St. Flagstaff, AZ 86001  3191 E. Cold Springs Trail Flagstaff, AZ 86004	Temporary Construction Easement	227
BU-74	103-20-011	See attached legal description	Adrian & Laura Parra-Atayde  1500 S. Yale St. Flagstaff, AZ 86001  1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	32
BU-75	103-20-012	See attached legal description	Ronald & Christal A Stump  1426 S. Yale St. Flagstaff, AZ 86001  7609 Whitewood Way Flagstaff, AZ 86001	Temporary Construction Easement	16

**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**  
(Last Updated March 23, 2022)

\*The term "Contractor" may substitute for the term "vendors," "Contractors," or "firms," depending on the purpose of the underlying Contract.

**IN GENERAL**

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **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.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

**MATERIALS**

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall

be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

#### **PAYMENT**

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **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 the 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.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **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 the City.
23. **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 the City.
24. **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 the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

#### **SERVICES**

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and

does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The 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.
36. **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**

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs

of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

### **CONTRACT CHANGES**

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.
44. **NO WAIVER:** Both Parties have 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.
45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

### **EMPLOYEES AND SUBCONTRACTORS**

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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**

51. **TERMINATION FOR DEFAULT:** Prior to terminating the 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 to the Contract remedies provided for herein.
52. **CITY REMEDIES:** In the event of Contractor's default, the 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. The 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.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **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 the 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.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the 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 in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

#### **MISCELLANEOUS**

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
62. **NOTICES:** All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
63. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
64. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.

65. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
66. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
67. **FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
  - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
  - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

**EXHIBIT C**  
**STANDARD INSURANCE REQUIREMENTS**

(Last Updated March 23, 2022)

\*The term "Contractor" may substitute for the term "vendors," "Contractors," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the

Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, 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

<del>Any Automobile or Owned, Hired, and Non-owned Vehicles</del>	<del>\$1,000,000</del>
<del>Combined Single Limit Per Accident for Bodily Injury &amp; Property Damage</del>	

Contractor will use personally owned vehicle with business use coverage. Statutory limits required.

d. Workers' Compensation and Employer's Liability Contractor has no employees.

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

\$1,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law,

computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
  - d. Each Insured: Contractor's insurance policies 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 the Contract.
  - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.
8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **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 the Contract. 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 the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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.