

## GENERAL SERVICES PURCHASE CONTRACT

Contract No. 2026-20

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and **JETT LLC, an Arizona Limited Liability Company** ("Contractor").

WHEREAS, in July 2025 the City issued a Solicitation No. 2025-195 seeking requests for proposals to provide City-Wide Towing Services; and

WHEREAS, Contractor was selected to provide such services;

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

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

### City-Wide Towing Services

and as more specifically described in the Quote attached hereto as Exhibit A (the "Services").

2. Term and Renewal: The Contract is for two (2) years and will be effective as of the date signed by both parties. The Contract may be renewed or extended for up to three (3) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
3. Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
4. Compensation: Contractor will be paid for satisfactory performance of the Contract in accordance with the Fee Schedule, attached hereto as Exhibit B, including fees and taxes. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment.
5. Standard Terms and Conditions. This Contract is subject to and incorporates the City's Standard Terms and Conditions attached hereto as Exhibit C.
6. Insurance: Contractor shall maintain the insurance during the term of the Contract as set forth in Exhibit D.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:  
Nathan Naliborski  
City of Flagstaff  
211 W. Aspen Ave.

To Contractor:  
Dallas Johnson  
5600 N. Dodge Ave.  
Flagstaff, AZ 86004

Flagstaff, AZ 86001  
nنالiborski@flagstaffaz.gov

Jettllc2008@gmail.com  
928-714-0354

With a copy to:  
Teddy Callan  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
Teddy.callan@flagstaffaz.gov

8. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

JETT LLC:

CITY OF FLAGSTAFF

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

## **Exhibit A**

### **SCOPE OF WORK**

#### **1. INTRODUCTION:**

The City of Flagstaff invites Proposals for Towing Services and Vehicle Storage to support City-wide operations. These services will be utilized by departments including the Airport, Fleet Services, the Office of Parking Manager (ParkFlag), and the Police Department. The selected Contractor will be responsible for providing comprehensive towing, relocation, and vehicle storage services as further outlined in this Scope of Work.

#### **2. BACKGROUND:**

City departments require general towing services to assist with incidents such as vehicle collisions, abandoned vehicles, vehicles obstructing public access, illegally parked vehicles, and vehicles subject to impoundment or relocation. Services may be initiated by any of the participating departments.

##### **2.1. Estimated Use:**

Estimated monthly tow requests range between 150 to 200, based on historical data. This estimate is informational only and not guaranteed.

##### **2.2. Reporting:**

The Contractor shall provide a monthly report detailing all tows, storage charges, and impound services.

##### **2.3. City Vehicle Towing:**

The Contractor shall also tow City-owned vehicles and equipment, including light-duty vehicles and specialized heavy equipment such as fire trucks, refuse trucks, snowplows, and low-clearance street sweepers. Heavy-duty recovery must follow industry standards, and equipment must be delivered in pre-tow condition, unless pre-authorized.

##### **2.4. 24/7 Availability:**

Towing services shall be available 24/7 throughout the City limits and shall be initiated only by authorized City personnel.

##### **2.5. Relocation Tows (Level 8):**

As requested by departments such as the Airport, the Contractor shall relocate vehicles on City property (e.g., to clear blocked construction areas or access routes).

The Police Department requires towing services twenty-four (24) hours a day, seven (7) days a week throughout the City of Flagstaff City Limits. All work performed under this Contract will be pursuant to a specific request for service by a member of the Flagstaff Police Department. The City will pay the contract towing and storage fees for any abandoned or impounded vehicle seized by the Police Department in error. Officers and/or other Police Department employees may communicate with a tow company to assist a stranded motorist however those tows are at the vehicle owner's request and not subject to the terms of the Police Department towing contract.

#### **1. CONTRACTOR SERVICES:**

1.1. Contractor shall comply with all lawful written instructions received from the

insurance company representing the owner of any property towed under this Contract. Acceptable evidence of representation is any statement from the insurance company, on company letterhead, which names and purports to represent the owner. A copy of this written evidence of representation shall be retained at the Contractor's place of business for one (1) year from the date of receipt.

- 1.2. Contractor shall comply with all lawful instructions from the citizen, or the citizen's authorized agent, relating to the disposition of property that has been involved in a vehicular accident.
- 1.3. Contractor shall provide towing services twenty-four (24) hours a day and every calendar day of the year.
- 1.4. In the accident tow category, if the citizen does not request a specific towing service, the Contractor for that zone will be called by the Police Department. When a Contractor is called pursuant to this Contract, the Contractor is prohibited from reaching any agreement with the citizen relating to the tow service covered by this Contract that is not expressly permitted by this Contract. The charges to the citizen resulting from responses to calls made pursuant to this Contract shall be in strict accordance with the contract rates established herein.
- 1.5. Contractor must respond to all requests for the tow of abandoned or impounded property and cannot refuse to tow certain property.
- 1.6. Contractor shall comply with all laws of the State of Arizona pertaining to the handling and disposal of abandoned impounded vehicles, including the submission of all required electronically filed reports to MVD.
- 1.7. Contractor may recover from the registered owner of any abandoned vehicle any fee chargeable under state law that is paid for by Contractor and is directly related to Contractor's cost of applying for abandoned vehicle title.
- 1.8. Contractor shall not perform any services beyond the original tow and storage of property without the express consent of the citizen, or citizen's authorized agent, before the services are performed.
- 1.9. Contractor shall tow vehicles or property to the location designated by the City employee assuming responsibility for the disposition of the vehicle or property.
- 1.10. Contractor shall adhere to industry best practices and manufacturer recommendations for towing and storing electric vehicles (EVs).
- 1.11. Contractor's personnel handling EVs must be trained in safe transport, deactivation, and emergency response procedures.

## **2. SOLICITATION OF BUSINESS PROHIBITED:**

- 2.1. In connection with any property towed pursuant to this Contract, Contractor shall not solicit business for, or contact the property owner, or his authorized

agent, on behalf of, any body shop, repair facility, insurance company, insurance adjuster, towing company, wrecking yard, health care provider, lawyer, or other person or business of any description, during the tow process.

- 2.2. For purposes of this section, the term "tow process" shall mean the period of time beginning when the Contractor receives a call for service under this Contract and ending when the property's owner or his authorized agent have removed the property from the Contractor's premises.
- 2.3. Contractor shall not enter into an agreement or single transaction with any business or person whereby Contractor is compensated in any way, either in money or other consideration of any description, whether by tow fee, contingency or other arrangement, in exchange for the provision of information relating to the property, or its owner, towed pursuant to this Contract.
- 2.4. Contractor shall not permit any person, other than a member of law enforcement or an employee or agent of any government acting in his or her official capacity, access to property towed pursuant to this Contract unless that access is required in direct and specific furtherance of a responsibility imposed upon Contractor under this Contract.
- 2.5. Notwithstanding any other provision of this Contract, the City may terminate this Contract for a single violation of this section.

### **3. STORAGE:**

3.1 Contractor shall not move property from the designated storage location at the towing yard of record for a period of fourteen (14) days, unless the property is claimed by the owner or an authorized agent of the owner, or the owner or an authorized agent of the owner directs that the property be moved to another designated location. If, after fourteen (14) days, instructions have not been received from the property owner or authorized agent, Contractor may move the property to an alternative storage lot that also meets the physical requirements of the contract in the city limits of Flagstaff. The Contractor shall notify the vehicle owner via certified mail, email, or phone within 48 hours of relocation.

3.2 Contractor shall not charge an additional towing fee in connection with the transfer of property to an alternative storage lot at the Contractor's discretion. Contractor shall not charge a fee to remove property from a storage lot and shall make the property accessible to the owner or agent for purposes of removal from a storage lot, when the property is claimed by the owner or the owner's authorized agent.

3.3 Contractor shall staff towing property storage facilities for the purpose of contract property release or appraisal from 8:00 a.m. to 8:00 p.m., seven (7) days a week, except for the days on which the following holidays are observed: Juneteenth, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

3.4 Contractor shall release all owner property to the customer or his agent within thirty (30)

minutes of request if the owner or the owner's agent is present at the towed storage property facility between 8:00 a.m. and 5:00 p.m. on any calendar day except the holidays named in this section.

3.5 Contractor shall maintain at all times a sign posted at the public entrance of each storage facility used for contract tows, clearly listing the City of Flagstaff contract tow and daily storage rates for property stored at this facility. Lettering shall be a minimum of 1.5 inches in height in a color clearly contrasting with the background.

3.6 Contractor will not charge an open lot fee for releasing property during the business hours stated in this section. If a vehicle owner requests a release outside of these hours, the Contractor may charge a reasonable after-hours release fee, which must be clearly posted at the facility entrance and disclosed prior to the release.

3.7 Contractor shall store Electric Vehicles (EVs) in an isolated area at least 50 feet away from structures and other vehicles when possible.

#### **4. SAFEKEEPING OF PROPERTY:**

4.1. Contractor shall be responsible for the safekeeping of all property that comes into its possession pursuant to this Contract.

4.2. Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, Contractor shall seal the window(s) with plastic or another non-porous, weather-resistant material and maintain the seal while the property is in the Contractor's possession. If feasible, this protection should be applied at the tow scene to prevent damage during transport. The cost for this service is to be included in the cost per tow for all levels of tow.

4.3. Contractor shall be responsible for any intentional or unintentional loss or damage caused to property as a result of Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

4.4. Contractor shall not remove property or other personal effects from inside of a towed or impounded vehicle without the express permission of the vehicle or property owner, the owner's authorized agent, or the Flagstaff Police Department. Contractor shall document the removal to include the following:

- Vehicle license plate or stock number;
- Date of removal;
- Contractor's agent who was responsible for removal;
- Recipient of property;
- Description of the property that was removed, including contents of any wallet, bag, or other receptacle;
- Photographs of the property removed;
- Where property was delivered or stored.

Violation of this provision shall constitute a material breach of the Contract and shall be grounds for immediate termination of this Contract.

- 4.5. Contractor is responsible for the supervision of all persons who are granted or permitted access to the property to ensure that this provision (Section 4.4) is not violated. This provision shall apply regardless of whether Contractor's management was aware of the unauthorized removal, and regardless of the purpose for the unauthorized removal.
- 4.6. Contractor shall not disable or further disable, property towed or impounded without the express written permission of the vehicle or property owner. Violation of this provision shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.
- 4.7. Contractor shall be responsible for the intentional or unintentional acts of its employees or subcontractors for any intentional or unintentional act that reduces the value or lessens the cosmetic appearance of property towed or impounded without the express written permission of the property's owner, or the owner's authorized agent. Violation of this provision shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.
- 4.8. Contractor shall adhere to industry best practices and manufacturer recommendations for towing and storing electric vehicles (EVs).
- 4.9. Contractor shall have a fire suppression plan in place that meets applicable fire codes, wherein no water-based extinguishers shall be used for EV battery fires.
- 4.10. Contractor shall adhere to The Arizona Department of Environmental Quality (ADEQ) regulations on lithium-ion battery disposal.
- 4.11. Evidence Vehicle Storage Requirements  
When handling vehicles impounded as evidence by the Police Department, Parking Management Services, or any other City department, the following requirements shall apply:
- 4.11.1 Secure Facility  
Evidence vehicles shall be stored in a locked, restricted-access area separate from general storage. The area must be monitored by 24/7 surveillance.
- 4.11.2 The Contractor must maintain a detailed and auditable log for each evidence vehicle including:
- Date/time of intake
  - Vehicle condition upon arrival
  - List of all personnel who accessed the vehicle
  - Release authorization and date
- 4.11.3 Non-Tampering Guarantee  
Vehicles must remain untouched and undisturbed unless authorized by law enforcement. No contents may be removed or disturbed without written approval.

#### 4.11.4 Special Handling for Criminal Investigations

Vehicles designated for forensic or criminal investigation shall, upon request, be stored indoors or in a covered facility to preserve evidence.

#### 4.11.5 Access Restrictions

Only personnel authorized by the appropriate City department (e.g., Police) may enter the evidence storage area or access vehicles stored there.

#### 4.11.6 Long-Term Storage Needs

The Contractor must accommodate long-term storage when required by ongoing investigations, court proceedings, or department directives.

### **5. CONTRACTOR PERSONNEL:**

- 5.1. Contractor shall provide professional, polite, and sufficiently qualified personnel to service the City of Flagstaff. All personnel interfacing with the public must complete customer service and conflict resolution training.
- 5.2. Contractor's drivers shall be properly licensed and shall operate the tow trucks in a safe and prudent manner. Drivers shall refrain from using profane or vulgar language in a public area while performing work under this Contract.
- 5.3. Contractor shall provide a supervisor to the scene of a tow at the City's request when required.
- 5.4. Contractor shall ensure that at least one (1) person assigned to each storage facility responsible for interfacing with the public be proficient in English in order to communicate with all City personnel, the citizen, or the citizen's authorized agent.

### **6. RESPONSES TO SERVICE REQUESTS:**

- 6.1. Contractor shall be responsible for dispatching its own trucks upon receiving a request for towing service.
- 6.2. Contractor shall respond to the City's call for service by arriving at the location requested within twenty (20) minutes from the time of the call, except that the response time for medium and heavy-duty trucks shall be thirty (30) minutes from the time of the call UNLESS OTHERWISE AUTHORIZED.
- 6.3. Contractor shall supply the City with a single twenty-four (24) hour telephone number to request all dispatches.
- 6.4. Contractor must notify the City immediately when Contractor knows, or becomes aware that, the twenty (20) minute response time will not be met.
- 6.5. Contractor shall clean up any accident scenes of all debris and return the area to its condition prior to the accident as requested by the City representative

and in compliance with all applicable federal, state, and local laws.

## **7. IMPOUND PROPERTY AND RELEASE:**

### 7.1. Authority for Release.

7.1.1 Contractor shall not release any property impounded as evidence by the Flagstaff Police Department without the prior written authorization of the Police Department.

7.1.2 For tows pursuant to A.R.S. § 28-3511, Contractor shall release the vehicle to any person who has the Flagstaff Police Department Authorization for Release of Impounded Vehicle and current, government-issued photo identification that matches the name on the Authorization for Release of Impounded Vehicle. All Authorization for Release forms are to be retained by the Contractor until thirty (30) days after the expiration of the contract term.

7.1.3 Contractor shall not release a vehicle towed pursuant to either A.R.S. § 28-3511 without the express, written authorization of the Flagstaff Police Department. Contractor must pay the \$150 administrative fee to the City, in addition to any other amount that may be payable as contract damages, if the Contractor releases to a citizen a vehicle towed pursuant to A.R.S. § 28-3511 without first obtaining Flagstaff Police Department Authorization for Release form.

7.1.4 For tows pursuant to Flagstaff City Code Section 9-01-001-0003(I) (related to immobilizing and impounding vehicles due to violation of parking regulations) the Contractor shall release the vehicle to the registered owner when the Flagstaff Municipal Court or the Flagstaff Office of the Parking Manager has faxed a Vehicle Release Authorization to the Contractor. The Contractor shall not release a vehicle towed without the express, written authorization of the City of Flagstaff Municipal Court or the Flagstaff Office of the Parking Manager.

7.2 Contractor is required to collect the impoundment fee, as amended, at the time of vehicle release whenever a vehicle is towed pursuant to City of Flagstaff regulations, as amended. The fee is to be paid to the City with a written accounting. The written accounting must include the stock/storage report number, Vehicle Identification Number, impound fee, fee collection date, amount collected, and payment type (e.g., cash, check, credit card).

7.3 Contractor shall make payments to the City once each week for fees collected during the preceding week. The fee is to be paid by the person claiming the towed vehicle and not by the Contractor.

7.4 Contractor shall pay to the City the impoundment fee in the amount of \$100.00 for each vehicle for which the fee applies and for which the fee was not collected from a third party. The Contractor does not pay the fee for unclaimed vehicles when the

## **8. SERVICE RECORDS:**

8.1 Contractor shall maintain records and/or computer files separate from all other

records and/or computer files the Contractor may keep, of all property towed under this contract, showing, as applicable, the following:

- A. Location where the property was picked up (Address).
- B. Type of tow performed, e.g., A.R.S. § 28-3511, abandoned, city property, evidence, stolen vehicle, seizure, accident, boot and tow, or other reason.
- C. Location to which the property was taken.
- D. Date and time of the tow.
- E. Police Department Incident Number.
- F. Make, model, and year of property
- G. License plate number and State issued.
- H. Vehicle identification number or serial number.
- I. Signature and serial number of Police Department employee authorizing service.
- J. Name and signature of individual or authorized agent to whom the property was released, or pursuant to whose instructions the property was disposed of.
- K. Total charges to date.

8.2 If a vehicle was impounded under an incorrect Vehicle Identification Number (VIN), either through an audit performed by the Arizona Department of Public Safety, an inspection performed by the Arizona Department of Motor Vehicles, or otherwise, Contractor shall immediately notify the Flagstaff Police Department Code Enforcement Unit by facsimile or electronic transmission of the correct VIN ascertained through the audit, inspection or otherwise.

## **9. FAILURE TO RESPOND:**

9.1 The officer in charge of the scene, or other responsible City employee if the tow does not involve an on-scene officer, may declare Contractor nonresponsive and call any other tow service with which the City has a contract, or any other tow service if no contract tower is available, if:

A. Contractor has not arrived at the requested location within twenty (20) minutes after the required response time.

B. Contractor notifies the City that the required response time will not be met.

9.2 In the event that a substitute tow service is called pursuant to this section,

the citizen will be charged the contract rate for the zone in which the tow was initiated. Contractor shall pay the substitute tow company, citizen, or City, as applicable, the difference between the Contractor's tow and storage fees and those of the substitute tow company within ten (10) days after invoice.

## **10. REPORTING:**

### **10.1 TOW TICKETS AND STORAGE REPORT AVAILABILITY:**

Contractor shall make available to the City, for viewing in electronic format, each tow ticket and/or vehicle storage report signed by a City employee within twelve (12) hours after the tow has been completed. The City reserves the right to audit these records quarterly.

### **10.2 RELEASED VEHICLES REPORT:**

For all vehicles released, the Contractor shall submit a daily electronic report to the Police Department Code Enforcement Unit with the following:

- A. Contractor Stock Number
- B. Vehicle Year, Make and Model or Property Year, Make and Model (as available)
- C. Vehicle Identification Number (VIN) or Serial Number (as available)
- D. Precinct number
- E. Impound Date
- F. Release Date
- G. Person property was released to
- H. Amount paid for tow
- I. Amount paid for storage, including number of days in storage
- J. Amount paid for all other charges, identified by individual charge.

For purposes of this subsection, a day shall run from midnight to 11:59 p.m. and the report shall be due no later than 5:00p.m. on the following business day. All reports will be emailed to the Department Contact Person.

Contractor shall provide an electronic report of all vehicles required to be inspected pursuant to A.R.S. § 28-4834 and A.R.S. § 28-4838 in order to apply for an abandoned title application and submittal of the MVD Abandoned Vehicle Report. Contractor will submit the reports to the Department Contact Person later than 6:00a.m. each weekday. Flagstaff Police Department personnel will perform the inspections and provide the completed MVD Abandoned Vehicle Report to the Contractor.

## A. Exhibit B - Fee Schedule

Item	Line Items	Unit (TOW)	Unit Price
A	Level 1 Tow- Less than 10,000lbs. No special circumstances,	Price per tow	100
B	Level 2 Tow- Less than 10,000lbs. Including special circumstances	Price per tow	130
C	Level 3 Tow- 10,000 to 25,999 lbs. No special circumstances	Price per tow	175
D	Level 4 Tow- 10,000 to 25,999 lbs. Including special circumstances	Price per tow	250
E	Level 5 Tow- 26,000 lbs or more. No special circumstances.	Price per tow	400
F	Level 6 Tow- 26,000 lbs or more. Including special circumstances.	Price per tow <del>hour</del>	400
G	Level 7 Tow- Abandoned Vehicles	Price per tow	75
H	Level 8 Tow- Relocation of vehicle on City Property	Price per tow	75
I	Storage Rate for Non 30- day tows.	Price per day	55
J	After Hours Gate Charge	Price per each occurrence	100
K	Hourly Standby Charge	Price per hour	100
L	Hourly Supervisor Charge	Price per hour	95
M	Refrigeration Unit Town	Price per hour	175
N	Outside City Limit	Price per mile	6
O	Dry Run	Fee per each occurrence	0

## **EXHIBIT C**

### **STANDARD TERMS AND CONDITIONS**

(Last Updated January 19, 2023)

\*The term "Contractor" may substitute for the term "vendors," "consultants," 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.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

**EXHIBIT D**  
**STANDARD INSURANCE REQUIREMENTS**

(Last Updated January 19, 2023)

\*The term "Contractor" may substitute for the term "vendors," "consultants," 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	
Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	
d. Workers' Compensation and Employer's Liability	
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

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.