

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2024-106

This Contract is entered into this ¹²~~3~~ day of July, 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Empire Pump Corp., an Arizona Corporation ("Contractor").

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

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Utilities Well and Pump Maintenance

and as more specifically described in the Scope of Work attached hereto as Exhibit A.1.

2. Compensation: City will pay Contractor for satisfactory performance of the Contract in an amount not to exceed **six hundred fifty thousand dollars and no cents (\$650,000), annually, for the term of the Contract**, including fees and taxes, made in accordance with the Bid Schedule attached hereto as Exhibit A.2. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the contract as amended is less than \$100,000; otherwise, City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibits A.1 or A.2.
4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C.
5. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. The Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed.
6. Renewal: The Contract may be renewed for up to two (2) additional one-(1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four (4) additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.

8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

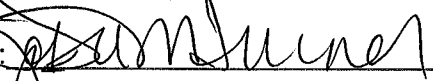
To the City:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov


To Contractor:
JoDee Turner
Office Manager
Empire Pump Corp.
2849 S 49th Ave
Phoenix, AZ 85043
jodee@empirepumpcorp.com

With a copy to:
Brian Huntzinger
Water Production Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
BHuntzinger@flagstaffaz.gov


9. 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.

CONTRACTOR:

By: 
Title: Office Manager

CITY OF FLAGSTAFF

By: _____
Greg Clifton signed on 7/12/2024 10:14:33 AM
Title: City Manager

ATTEST:


City Clerk
Stacy Saltzburg signed on 7/12/2024 10:50:24 AM

APPROVED AS TO FORM:


Christina Kinnear signed on 7/9/2024 2:13:37 PM
City Attorney's Office
Notice to Proceed issued: _____, 20____

EXHIBIT A.1

SCOPE OF WORK

OVERVIEW: The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities, including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps, motors, and other equipment associated with the water processing, wastewater processing, and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules, which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility and associated potable water production locations, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

SCOPE OF WORK: The work covered under this contract is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, and related electrical work, on an as needed basis. Each bid schedule has data for each well, pump and motor covered under this contract and is attached for proposing and informational purposes.

DESCRIPTION OF WORK: The following items are the minimum requirements of performing the scope of work and are not to be construed to mean limits of the work required. The work may be minimized or expanded depending on the method the Contractor chooses to perform the scope of work.

1. Mobilization and demobilization to pull the pump and to set the pump.
2. Electrical work: The contractor shall disconnect the source power to the well; disconnect power cables from the switch gear, pull electrical cable from conduit as required, take precautions when handling electrical or power cable so as not to damage protective coatings or wire, disconnect motor leads, and/or splice motor leads. The Contractor shall connect the source power to the well; band submersible cable with stainless steel bands every twenty (20) feet, run cable through conduit, make appropriate electrical connections, set, and balance power phases for efficient pump operations. Load protection devices are installed on all wells except those located in the Inner Basin well field.
3. Mechanical and Plumbing: The Contractor shall disconnect all pipe fittings, air lines, oil lines, and discharge heads that are required to be taken apart and removed to pull the pump and motor. At some locations, it will be necessary to remove and replace a removable building, hatch or other structure. Many of these structures have connection eyes on the roof to connect a cable harness to simplify the structure removal. All mechanical and plumbing items removed will be replaced in a workmanlike manner that will result in as good or better installation found prior to the dismantling.
4. Pumps and Motors: The Contractor will pull and deliver to the appropriate City of Flagstaff Water Treatment Facilities all submersible pumps and motors and all line shaft motors and/or pumps unless other arrangements are agreed upon for storage or repair. The deliveries to the City of Flagstaff Water Treatment Facilities will be made during normal

operating hours, Monday through Friday only. The Contractor shall notify the Facility Manager two working days prior to delivery.

LOCATIONS: The well field locations are within a 15-mile radius of Flagstaff City Hall.

1. The Inner Basin well field is approximately 11.5 miles north.
2. The Woody Mountain well field is approximately 6.5 miles southwest.
3. The Lake Mary well field is approximately 8.5 miles southeast.
4. The Wildcat Hill Wastewater Treatment Facility is at 2800 North El Paso Road, telephone number 928.213-2425.
5. The Rio de Flag Reclamation Facility is at 600 Babbitt Way, telephone number 928.213-2414.
6. The Lake Mary Water Treatment Facility is at 4500 South Lake Mary Road, telephone number 928.774.0262.

These facilities are on City maintained streets.

ACCESS TO SITES: City crews will maintain road and site access to all Woody Mountain and Lake Mary well fields during the progress of the work, except in the most severe weather conditions. Inner Basin wells will not be worked on during the winter season (November through May). Road and site access will be maintained to the Inner Basin wells by City crews during the period(s) the Contractor is requested to work on the wells except in periods of severe weather. The City will have an employee on hand to monitor the progress of the work.

CONTRACTOR RESPONSIBILITIES:

The Contractor will:

1. Provide all labor, equipment, materials, tools, expertise, and incidentals to perform the scope of work.
2. Safeguard all City equipment at all locations including all wells in related wellfields such as, but not limited to, electrical cables, air lines, oil lines, fittings, pumps, motors and protecting water filled motors from freezing. Some equipment items may be turned over to the City at the Lake Mary Water Treatment Plant (LMWTP) for storage during the time the pump is out of the well hole or storage is essential. While in storage at the LMWTP the Contractor will not be liable for the equipment and/or materials.
3. The Contractor is fully responsible for the protection and security of the water quality and integrity of the well during the period of time the pump is out of the well hole.

SPECIAL ITEMS: Special items under this section refer to materials and services not included within the bid schedules, but which may be necessary for the Contractor to provide.

Examples of items include, but are not limited to:

- "Test pumping" equipment such as generators, variable frequency drives, flowmeters, temporary piping and pipelines.
- Discharge assemblies
- Pitless adapters
- Sounding tubes
- Water delivery: pipe, adaptors, fittings.
- Motor repairs
- Motor replacements (new and/or rebuilt)
- Steel building
- Column pipe
- Bowl assemblies
- Pump replacement (new and/or rebuilt)
- Shaft and tubing
- Bearings
- Check valves
- Electric cables
- Electric controls
- Stainless steel bands
- Well and pump modification
- General excavation, drainage work and trenching
- Well rehabilitation/workover
- Dust control
- Motor control centers/switchgear/transformers
- Load protection devices
- Lightning protection equipment
- Electric panels, and lighting circuits
- Compressors
- Crane

The Contractor will be compensated for such services at a percentage markup of the cost the Contractor pays for the item or service (wholesale price). State the markup percentage: actual invoices must be submitted with billing in order for invoices to be paid.

All special item purchases must be approved, in writing, by the City's Water Production Manager prior to any purchases being made.

RIGHTS AND OBLIGATIONS OF CITY:

1. City's Water Production Manager: The City's Water Production Manager, who shall be empowered to act for the City in accordance with the provisions of this contract where such acts are not contrary to law of City ordinances, shall be the Flagstaff Water Services Director or his designee. The City's Water Production Manager will audit the billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of this contract. Changes in the contract may be made only with the approval of the Flagstaff City Council in advance of said change.
2. Inspection: Inspectors may be stationed on the worksite to report to the Water Production Manager as to the progress of the work, the manner in which it is being performed and to report whenever it appears that materials furnished, and work performed by the Contractor fails to fulfill the requirements of this contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed work that is satisfactory.
3. The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the work is completed and accepted by the City's Water Production Manager.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR:

1. Contractor's Licenses: Each proposer shall state his/her Arizona Commercial State Contractor's License Number and Classification as evidence that he/she is qualified to contract the work as indicated in the specifications. Each Contractor is required to have a commercial license issued by the State of Arizona Registrar of Contractors regardless of their location.
2. Authorization to Proceed: Specific authorization to proceed with the services described in "Well Maintenance Specifications" and Schedules shall be as follows:
3. Authorization to proceed shall be by a telephone call from the City's Project Manager or designee confirmed in writing (Task Order). For special services, the Contractor shall include a description of the work to be Performed and the schedule for commencing and completing the work.
4. Response Time: After authorization to proceed has been provided to the Contractor by the City in the above-described manner, the Contractor shall respond with manpower, equipment and materials to the area requested within the following time frames:
 - A. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's written notification of the need for the non-emergency services.
 - B. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the most available rig or equipment required, within three (3) calendar days after the City's written notification of the need for emergency services.

5. Time is of the essence in the performance of this contract, and failure to respond within the specified response times shall be considered a breach of the contract and may constitute grounds for the immediate termination of this contract. It shall also be the basis for disallowance of the mobilization and/or demobilization compensation.
6. The Contractor is employed to render specialized service only, and any payment made is compensation solely for those services rendered. Contractor shall follow the practice its trade or profession in providing such service.

EXHIBIT A.2
BID SCHEDULE

Schedule 1.
Submersible Pumps/Motors
Specifications

	Woody Mountain Well #1	Woody Mountain Well #2	Woody Mountain Well #3	Woody Mountain Well #4	Woody Mountain Well #5	Woody Mountain Well #6	Woody Mountain Well #7	Woody Mountain Well #9	Woody Mountain Well #10	Woody Mountain Well #11
Well Name:										
Date	2001	2006	2022	2018	2019	2022	2009	2013	2017	2004
Casing Size and Depth	12"/1600'	12"/1600'	20"/1856'	14" liner/ 2048'	12"/1600'	20"/1700'	14" w/10" liner/1782'	12.75"/1840'	16"/1804'	12"/1950'
A. Motor	ESP	Centrilift	Baker Hughes MSP1	Centrilift	Centrilift	Centrilift	Centrilift KMHG	Centrilift KMHG	Centrilift XP	Centerlift
1. Horsepower	150	152	294	200	161	175	304	304	150	185
2. Estimated Weight	2525 lbs	2525 lbs	3000 lbs	2500 lbs	1300 lbs	3273 lbs	3000 lbs	3000 lbs	2500 lbs	2900 lbs
3. Voltage	2300	2300	2300	2300	2300	2300	2300	2300	2420	2300
B. Pump	ESP TJ 9000, 17 stage	Centrilift	Centrilift HC20000 (19 stages)	Centrilift HC12500 (18 stages)	Centrilift HC16000 (14 stages)	Centrilift HC12500 (18 stages)	Centrilift HC20000 (18 stage)	Centrilift HC20000 (19 stages)	Centrilift HC7800 ARC (19 stages)	Centerlift HC12500 (18 stage)
1. Estimated Weight	850 lbs	850 lbs	1500 lbs	1000 lbs	4000 lbs	41817 lbs	1500 lbs	1450 lbs	1000 lbs	1500 lbs
C. Column	5 1/2", 8 RND	4.5", 8 RD	7", 8 RD	6 5/8", 8 RND	6 5/8"	6"	6 5/8", 8 RD	6 5/8", 8 RD, 47 joints	6 5/8" 8 rnd	6 5/8"m 8 RND
1. Average Length	30'	20'	20'	20' & 30'	20'	20', (1) 30'	30'	30'	20', 73 joints +	30'
2. Total Length	1517'	1384'	1315'	1412'	1400'		1470'	1509.9	51/2" sub	1503'
3. Estimated Weight	30,400 lbs	30,400 lbs	49,000 lbs	45,000 lbs	32,000 lbs	33,960 lbs	49,000 lbs	49,000 lbs	30,000 lbs	30,000 lbs
D. Airline/Size	3/4 inch by 21 feet	1 in. x 21 feet	1" x 21' galvanized #2-3C, 5KV w/grnd, round	1" x 21' galvanized	1" x 21' galvanized	1" x 21' galvanized	1" x 21' galvanized	1" x 21' galvanized	1" x 21' galvanized	2" Souder tube in annulus
E. Cable/Wire	#2-3C	5KV	5KV (brand rex) 1550 ft	#2-3C	#2-3C	#10	#2-3c, round	#2-3c, round	#4 sol, round	#2-3c, 5KV w/grnd, round
F. Check Valve	5" Slow Flow	4.5 Slow Flow	8" slow flow	6" Slow Flow, 7 joints above	(2) 6"	Flappers @ 560', 1100'	(1) 6 5/8" od	(1) 6"	6"	5 1/2" slow flow

1. Location			20' above pump	2 joints above the pump	100', 600' above pump	1	1 joint above pump	1 joint above pump	(unknown)	1 joint above pump
		Pitless Adapter, 16" width 12" line	Shroud below the motor. It is five joints of perforated stainless steel.	18 inch liner, 0-793 ft, 20 inch casing to 1700 ft.	Pitless adapter, model #4-ps-14-16-w-b-w-e-f-8.		Well is in a removable bldg. 12' x 12'	Contractor is required to remove and replace	There is a motor shroud, 9 1/2" x 42.6"	Pitless adapter
G. Special Conditions/Considerations										

Additional Information:

1. Downhole camera with side view lens:
 *Must have capability for 2048' depth
 Brush/Swab/Bail, any combination of these

2. Well Workover:
 Brush/Swab/Bail, any combination of these.
 a. Cost to Mobilize/Demobilize
 b. Equipment price per 100 hrs
 c. Total labor per 100 hrs

Schedule 2
Submersible Pumps/Motors
Specifications

	Lake Mary Well #1	Lake Mary Well #2	Lake Mary Well #4	Lake Mary Well #5	Lake Mary Well #7	Lake Mary Well #8	Lake Mary Well #9
Well Name:							
Date	2002	2008	2008	2008	2007	2016	2009
Casing Size and Depth	13 3/8" liner	20"/1091'	20"/1345'	20"/1336'	10"/1573'	20"/1296'	18"/1400'
A. Motor	Hitachi	Byron-Jacob Byron-Jackson sn	Centrilift 7 5/8"	US Motors	REDA	US Motors	Centerlift
1. Horsepower	60	125	161	150	150	400	69
2. Estimated Weight	200 lbs	3000 lbs	3500 lbs	700 lbs	200 lbs	4000 lbs	2000 lbs
3. Voltage	480	2300, 30FLA	2300	480V	2300	440V VFD	480
B. Pump	Goulds, 8RAHC, 8 Stage	Rebuilt B-J/Flowsolve, 131Q (15 stages)	Centrilift installed Dec/2008, 15 stage	SIMFLOW, SC10C, 14 STAGE	REDA JN 10000, 5 stage	Aurora, 8 STG, Model 14RM	Centrilift model P75 18 Stage
1. Estimated Weight	550 lbs	3000 lbs	2000 lbs	2000 lbs	550 lbs		
C. Column	5 1/2" , 8 RND	8 5/8" , V-thread	5 1/2" 8 RND thread	8" butt	5 1/2 inch OD 8 rnd	12"	4.5"OD 8rmd
2. Average Length	30'	20'	20'	20'	30'	20'	
3. Total Length	917'	924'	916'	884'	1450'	900'	860'
4. Estimated Weight	20,500 lbs	35,000 lbs	28,800 lbs	2,000 lbs		7,690 lbs	20,000 lbs
D. Airline/Size	1" x 21' Galv. Steel	1" x 21' Galv. Steel	1" x 21' PVC	1" x 21' Galv steel	1/4" airline	1" x 21' Galv Steel	1" x 21' PVC
E. Cable/Wire		#4-3C	#2-3C		#6		#2
F. Check Valve		8"	5 1/2" check				
1. Location	(1) in pump	40 feet	1st joint above pump	20 feet	20 feet	20 feet	20 feet
H. Special Conditions/Considerations	Pitless Adapter, motor shroud, 4" taper discharge on pump, adapter to fit 8" motor	Well is in pit w/removable cover. If beams may be required to set elevators or spiders. Casing at surface is 20'.	Chain link fence around well site will need to be removed and replaced.	Top drive/ shaft driven pump. Well is in removable bldg. 10'x 10'. Contractor is required to remove and replace the bldg. Conestrainer	No shroud, 4" flanged 90	Top drive/ shaft driven pump. Well is in 12'x 12' removable bldg. Contractor is required to remove and replace the bldg. and replace the bldg. Conestrainer	Well is in removable bldg 10'x 10'. Contractor is required to remove and replace the bldg. and replace the bldg. Conestrainer

new

Bid Schedule Schedule 2
Specifications

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Lake Mary Well #1	Lake Mary Well #2	Lake Mary Well #4	Lake Mary Well #5	Lake Mary Well #7	Lake Mary Well #8	Lake Mary Well #9
A. Motor Only:							
1. Mobilizatio							
2. Pull							
3. Mobilizatio							
4. Mobilizatio							
5. Special Conditions							
TOTAL COST:	\$	\$	\$	\$	\$	\$	\$
TOTAL FOR A: MOTOR ONLY							
B. Pump and Motor:							
1. Mobilizatio	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
2. Pull Pump/	3,168.00	4,896.00	4,896.00	4,536.00	4,536.00	4,536.00	6,696.00
3. Mobilizatio Pump/Motor	4,608.00	6,336.00	6,336.00	5,976.00	6,336.00	5,976.00	8,136.00
4. Demobilizatio	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
5. Special Conditions							
TOTAL COST:	10,776.00	14,232.00	14,232.00	13,512.00	14,232.00	13,512.00	17,882.00
TOTAL FOR B: PUMP AND MOTOR							

\$ 98,328.00

* ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #2

Bid Schedule 3
 Specifications
 30 Foot Column

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Foxglen Well	Continental Well	Shop Well	Ft. Tuthill Well	Rio Well	Interchange Well	Sinagua Well	McAllister Well
A. Motor Only								
1. Mobilization								
2. Pull Motor								
3. Install Motor								
4. Demobilization								
5. Special Conditions								
TOTAL COST:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Pump and Motor								
1. Mobilization	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2. Pull Pump/Motor	\$ 5,976.00	\$ 7,056.00	\$ 8,424.00	\$ 8,424.00	\$ 8,424.00	\$ 8,064.00	\$ 7,056.00	\$ 7,056.00
3. Install Pump/Motor	\$ 5,976.00	\$ 7,056.00	\$ 8,424.00	\$ 8,424.00	\$ 8,424.00	\$ 8,064.00	\$ 7,056.00	\$ 7,056.00
4. Demobilization	\$ 7,416.00	\$ 8,496.00	\$ 9,864.00	\$ 7,416.00	\$ 9,864.00	\$ 9,504.00	\$ 8,496.00	\$ 8,496.00
5. Special Conditions	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL COST:	\$ 22,568.00	\$ 25,608.00	\$ 29,712.00	\$ 22,368.00	\$ 29,712.00	\$ 28,632.00	\$ 25,608.00	\$ 25,608.00

TOTAL FOR A: MOTOR ONLY

\$ -

TOTAL FOR B: PUMP AND MOTOR

\$ 209,616.00

ENTER THIS AMOUNT INTO PLANET BIDS LINE #3

\$ 209,616.00

Schedule 4		Inner Basin Well #9	Inner Basin Well #11	Inner Basin Well #14
Miscellaneous Services				
Well Name:				
Date	2001			
Min Casing Size and Depth	16'/352'	12"/485'	16"/502'	
A. Motor	Cummings-Diesel	Cummings NT 855	Cummings NT 855P	
1. Horsepower	280 HP	280 HP	280 HP	
2. Estimated Weight	3000 lbs	3000 lbs	3000 lbs	
3. Voltage	N/A	N/A	N/A	
B. Pump	Johnston - 12cc, 7	Johnston - 10 GMC	Gould	
1. Diameter	1 11/16"	1 1/2"	1 1/2"	
2. Estimated Weight	2430 lbs	2000 lbs	4510 lbs	
3. Diameter	2 1/2"	2 1/2"	3"	
4. Average Length	20'	20'	20'	
5. Estimated Weight	2450 lbs	2530 lbs	4610 lbs	
C. Pump Column				
1. Diameter	8"	8"	8"	
2. Average Length	20'	20'	20'	
3. Estimated Weight	700 lbs	700 lbs	700 lbs	
D. Airline/Size	3/4"x 21' Galv. Steel	3/4"x 21' Galv. Steel	1" Galv. Steel	
	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.	
E. Special Conditions/Considerations				

Schedule 4

Miscellaneous Services

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Inner Basin Well #9	Inner Basin Well #11	Inner Basin Well #14
A. Motor Only:			
1. Mobilization	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2. Pull Motor	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
3. Install Motor	\$ 4,560.00	\$ 4,560.00	\$ 4,560.00
4. Demobilization	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
5. Special Conditions			
TOTAL COST:	\$ 10,920.00	\$ 10,920.00	\$ 10,920.00
			\$ 32,760.00
			TOTAL FOR A: MOTOR ONLY
B. Pump and Motor:			
1. Mobilization	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2. Pull Pump/Motor	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
3. Install Pump/Motor	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
4. Demobilization	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
5. Special Conditions			
TOTAL COST:	\$ 12,600.00	\$ 12,600.00	\$ 12,600.00
			\$ 37,800.00
			TOTAL FOR B: PUMP AND MOTOR

\$ 70,560.00

*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #4

Schedule 5A

Booster Stations

PUMPS WITH LINE SHAFTS

Station and Name of Device:	Woody Mtn. Booster Sta, Pumps #1 & #2	Reservoir Filtration Plant: P-2030, P-2040	Reservoir Filtration Plant: P-2130	Reservoir Filtration Plant, P-2100, P-2120	Raw Water Pump House, P1001, P1003 Surface Water	Raw Water Pump House, P1002 Surface Water
A. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor
1. Horsepower	135	75	30	15	200	250 (1964)
2. Estimated Weight	1250	1250	500	250	2000	2000
3. Voltage	440	440	440	440	440	440
B. Pump	Goulds	Worthington	Worthington	Worthington	Birkelback	Birkelback
1. Estimated Weight	850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	
C. Pump Column, diameter	12"	5"	12"	5"	14"	14"
1. Average Length	30'	30'	30'	30'	30'	30'
D. Special Conditions/Considerations	Requires medium crane for removal	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires medium crane for removal	Requires medium crane for removal

Bid Schedule 5A Booster Stations PUMPS WITH LINE SHAFTS

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

	Woody Mtn. Booster Sta. Pumps #1 & #2	Reservoir Filtration Plant: P-2030, P-2040	Reservoir Filtration Plant: P-2130	Reservoir Filtration Plant: P-2100, P-2120	Raw Water Pump House, P1001 P1003 Surface Water	Raw Water Pump House, P1002 Surface Water
A. Motor Only						
1. Mobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
2. Pull	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
3. Install Motor	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
4. Demobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
5. Special Conditions	\$	\$	\$	\$	\$	\$
TOTAL COST:	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00
						TOTAL FOR A: MOTOR ONLY
						\$ 13,860.00
B. Pump and Motor:						
1. Mobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
2. Pull pump/motor	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
3. Install pump/motor	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
4. Demobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
5. Special Conditions	\$	\$	\$	\$	\$	\$
TOTAL COST:	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00
						TOTAL FOR B: PUMP AND MOTOR
						\$ 18,720.00
						\$ 32,580.00

ENTER THIS AMOUNT INTO PLANET BIDS #5

Schedule 5.1
Booster Stations

Raw Water Pump House, P2001 P2002 Well Water	Raw Water Pump House, P2003 Well Water	Lake Mary Water Plant, P-6201 P-6202 backwash	Lake Mary Water Plant, P-6001 (2 MGD)	Lake Mary Water Plant, P-6002 P-6003 (4MGD)	Lake Mary Water Plant, P-6004	Lake Mary Water Plant, wetwell pumps
U.S. Motor 200	U.S. Motor 250 (1964)	U.S. Motor 60	U.S. Motor 100	U.S. Motor 175	U.S. Motor 250	General Electric 25
2000	2000	1500	1750	2000	2500	720
440	440	440	480	480	440	460
Birkelbach	National Pump	Birkelbach	Birkelbach	Birkelbach	Floway	Fairbanks Morse
850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	
14"	14"	12"	12"	12"	12"	13.63"
30'	30'	30'	30'	30'	30'	10'
Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal thru skylite

Station and Name of Device:

A. Motor

1. Horsepower
2. Estimated Weight
3. Voltage

B. Pump

1. Estimated Weight

C. Pump Column, diameter

1. Average Length

D. Special Conditions/Considerations

Bid Schedule 5B
 Booster Stations
 PUMPS WITH LINE SHAFTS

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

	Raw Water Pump House, P2001 P2002 Well Water	Raw Water Pump House, P2003 Well Water	Lake Mary Water Plant, P-6201 P-6202 backwash	Lake Mary Water Plant, P-6001 (2 MGD)	Lake Mary Water Plant, P-6002 P-6003 (4MGD)	Lake Mary Water Plant, P-6004	Lake Mary Water Plant, wetwell pumps
COSTS:							
A. Motor Only							
1. Mobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
2. Pull Motor	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
3. Install Motor	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
4. Demobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
5. Special Conditions							
TOTAL COST:	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00
							TOTAL FOR A: MOTOR ONLY
							\$ 16,170.00
B. Pump and Motors							
1. Mobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
2. Pull pump/motor	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
3. Install pump/motor	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
4. Demobilization	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00
5. Special Conditions							
TOTAL COST:	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00
							TOTAL FOR B: PUMP AND MOTOR
							\$ 21,840.00
							\$ 38,010.00

*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #6

Schedule 6
Booster Stations
PUMPS W/O LINE SHAFTS

Station and Name of Device:	Airport Booster Station, Patterson Fire Pump	Airport Booster Station, Transfer Pumps 1 & 2	University Highlands Bstr Sta, Domestic Pump #1 & #2	University Highlands Booster Station Fire Pump	Kinlani Booster Station	Railroad Springs Booster Station, Pump #1 & #2	Lake Mary Water Plant, Recovery Pond	Foxglen Shagua Distribution Pump	Tuthill Distribution Pump	Rio Well Distribution Pump	Shop Well Distribution Pump	Interchange Well Distribution Pump
A. Motor	Cummins	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor			(2) U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor
1. Horsepower	182	2	15	75	15	125	100	50 ea	100	20	125	125
2. Estimated Weight	1000	100	120	1000	100	500	1150	750 ea	1000	125	1200	
3. Voltage	Diesel	220 single phase	440	440	440	480	440	480	480	480	460	
B. Pump	Patterson	Peerless	PACO	Fairbanks Morse	Peerless	HSC 4.5.11c	Myers	(2) Aurora type 420 multi stage split case	Aurora type 410 1 stage split case	Fairbanks Morse	Fairbanks Morse, 12m	Fairbanks Morse 8m 7000aw, 11 stages
1. Estimated Weight	850 lbs	150 lbs	50 lbs	850 lbs	150 lbs	1000 lbs	150 lbs					
C. Special Conditions/Considerations	Pump and engine must be rolled out of building to be removed	Small Pumps < 200 lbs	Pumps inside building need small lifting aid to handle easily	Pump is horizontal- requires existing trolley to remove from building		Skid mounted. Small crane with 1 ton capacity should be able to remove these			Crane required to lift through roof	Crane required to lift through roof	Requires large crane for removal through skylite	Requires large crane for removal through skylite

Schedule 7

Pumps at Rio De Flag

Station and Name of Device:	Influent Pumps	Horizontal End Suction Pumps	Vertical Turbine Pumps (Reclaim Pumps)	Submersible Propeller Mixer (Recirculation Mixer)
A. Number of Units	5	5	4	4
B. Motor	Marathon	Marathon	G.E.	FLYGT
1. Horsepower	100	10	250	10
2. Estimated Weight	1500 lbs	294 lbs	2400 lbs	530 lbs
3. Voltage	460	460	460	460
C. Pump	Aurora	Aurora	Ingersoll	N/A
1. Model	613A	611P		PP-4451
2. Size	6*8*18	6*6*12B		N/A
3. Gallons Per Minute	2600	700	2150	
4. Estimated Weight	1530 lbs	131	3500	N/A
D. Special Conditions/Considerations	Building has traveling bridge crane for lifting pump and motor, two ton capacity.	Pump room has overhead fixed chain hoist in middle of room.	Five stage pump. Building has traveling bridge crane for lifting motors and pumps, three ton capacity.	Portable winch assembly on site for removal from basin.

Bid Schedule 7
Pumps at Rio De Flag

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Influent Pumps	Horizontal End Suction Pumps	Vertical Turbine Pumps (Reclaim Pumps)	Submersible Propeller Mixer (Recirculation Mixer)
A. Pump Only:				
1. Mobilization	\$ 600.00	\$ 600.00	\$ 600.00	
2. Pull pump	\$ 600.00	\$ 180.00	\$ 840.00	N/A
3. Install pump	\$ 720.00	\$ 240.00	\$ 960.00	SINGLE UNIT
4. Demobilization	\$ 600.00	\$ 600.00	\$ 600.00	
5. Special Conditions				
TOTAL COST:	\$ 2,520.00	\$ 1,620.00	\$ 3,000.00	\$
TOTAL FOR A: PUMP ONLY				
\$ 7,140.00				
B. Pump and Motor				
1. Mobilization	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
2. Pull pump/motor	\$ 840.00	\$ 300.00	\$ 960.00	\$ 480.00
3. Install pump/motor	\$ 960.00	\$ 360.00	\$ 1,080.00	\$ 720.00
4. Demobilization	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
5. Special Conditions				
TOTAL COST:	\$ 3,000.00	\$ 1,860.00	\$ 3,240.00	\$ 2,400.00
TOTAL FOR B: PUMP AND MOTOR				
\$ 10,500.00				

\$ 17,640.00

*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #8

Schedule 8

Booster Stations

Station and Name of Device:	Bio Sump Pump #1	Bio Sump Pump #2	Tow Low Pressure Pumps	Three High Pressure Pumps	P.E. Pumps and Motors	FCC Pumps and Motors	Reclaim Tank Fill Pump	SEPS Pumps
A. Number of Units	1	1	2	3	4	3	1	3
B. Motor								
1. Horsepower	Waukesha 250 HP	Yaskawa, 3 Phase 250 HP	US Vertical Hallow Shaft 15 HP	US Vertical Hallow Shaft 20 HP	US Electrical 40 HP	RUI US Motors 75 HP	US Motor VIT 10 HP	GE Vertical Induction, High 59 HP
2. Estimated Weight	6000 lbs	6170 lbs	250 lbs	250 lbs	600 lbs	400 lbs	300 lbs	800 lbs
3. Voltage	N/A	480	480	480	480	460	480	460
C. Pump								
1. Model	Aurora V31-72529	Aurora V31-72530	Johnson, Type A, 3 Stage, 10 DOL, Peabody JTA	Johnson, Type A, 9 Stage Goul Pump Bowl Assembly JTA	Cascade/Auru 15837-40	Goul 11CLC	Gould 11CLC	Fairbanks/M orse 8312
2. Size	25"	25"	6"	6"	12 MFCH	11 CLC	11 CLC	1 STG 14"
3. Gallons Per Minute	17,500	17,500	450	260	5550	1085	975	8000
4. Estimated Weight	2500 lbs	2500 lbs	650 lbs	800 lbs	1800 lbs	700 lbs	700 lbs	2300 lbs
D. Pump Housing								
1. Diameter								
2. Length								
E. Check Valve								
1. Size	N/A	N/A	4"	4"	16-150 W	6"	6"	EDDY 10 WA 16 LIST 114
2. Location	N/A	N/A	Discharge side of pump	Discharge side of pump	Discharge side of pump, flange to flange.	Discharge side of pump	Discharge side of pump	Discharge side of pump

<p>F. Special Conditions/Considerations</p>	<p>Requires rigging to remove motor and pump from sump and building. Overhead crane available for removal of right angle gear and pump.</p>	<p>Requires rigging to remove motor and pump from sump and building.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>	<p>Roof cover will need to be removed to access pumps and motors for removal.</p>
--	---	--	---	---	---	---	---	---

**Bid Schedule 8
Booster Stations**

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Bio Sump Pump #1	Bio Sump Pump #2	Tow Low Pressure Pumps	Three High Pressure Pumps	P.E. Pumps and Motors	FCC Pumps and Motors	Reclaim Tank Fill Pump	SEPS Pumps
A. Pump Only:								
1. Mobilization	\$ 840.00	\$ 840.00						
2. Pull Pump	\$ 960.00	\$ 960.00						
3. Install Pump	\$ 1,080.00	\$ 1,080.00						
4. Demobilization	\$ 840.00	\$ 840.00						
5. Special Conditions								
TOTAL COST:	\$ 3,720.00	\$ 3,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FOR A: PUMP ONLY								
B. Pump and Motor								
1. Mobilization	\$ 840.00	\$ 840.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00		
2. Pull pump & motor	\$ 1,080.00	\$ 1,080.00	\$ 840.00	\$ 840.00	\$ 840.00	\$ 840.00		
3. Install pump & motor	\$ 1,200.00	\$ 1,200.00	\$ 960.00	\$ 960.00	\$ 960.00	\$ 960.00		
4. Demobilization	\$ 840.00	\$ 840.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00		
5. Special Conditions								
TOTAL COST:	\$ 3,960.00	\$ 3,960.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
TOTAL FOR B: PUMP AND MOTOR								

*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #9

EXHIBIT B

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 C

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.