

MATERIALS AND SERVICES CONTRACT

Contract No. 2027-086

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Goodfellow Corporation, a Utah corporation ("Contractor") shall be effective as of the date of the last signature below. The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City desires to contract with a vendor to obtain the following materials and/or services: New Astec GT205S 2 Deck Mobile Screen; and

WHEREAS, Contractor is able to provide the requested materials and/or services; and

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

AGREEMENT

1. Scope of Work

1.1 General Description

Contractor will provide the materials and/or services generally described as: New Astec GT205S 2 Deck Mobile Screen.

1.2 Specific Purchase

The specific requirements of the materials and/or services to be purchased are identified in the Quote (#05018-R2) attached hereto as Exhibit A. If any provisions or terms in the Quote conflict with a provision or term in this Contract, the provision or term in this Contract will control.

2. Term and Renewal

2.1 Contract Term

The Contract will be effective as of the date signed by both Parties and terminate upon delivery and acceptance of the materials and/or services described in the Quote.

3. Compensation and Materials & Prices

3.1 Compensation

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed Four hundred ninety-four thousand two hundred ninety-five dollars and sixty-six cents (\$494,295.66), including fees and taxes, in accordance with the Quote.

3.2 Formal Amendment Required

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve any amendment if the total amount of all amendments is less than \$100,000; otherwise, City Council approval is required.

4. Termination and Cancellation Clauses

4.1 Conflict of Interest

The Contract is subject to the terms of A.R.S. § 38-511.

5. Insurance

5.1 Minimum Scope and Limits of Insurance

Contractor shall maintain the necessary state and/or federal insurance to provide the Materials described within the Contract. The City may request proof of insurance.

6. Indemnity

6.1 Indemnity

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the Contractor or any of Contractor's directors, officers, agents, employees, or volunteers in connection with or incident to this Contract. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.

7. Employees, Assignment, and Subcontractors

7.1 Assignment/Subcontracting

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

7.2 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

7.3 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

7.4 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.

7.5 Immigration Laws

Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract.

7.6 Forced Labor of Ethnic Uyghurs

Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

8. Invoicing and Payment After Delivery

8.1 Payment

Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the materials and/or services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

8.2 Invoice

Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been 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.

8.3 Taxes

Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

8.4 Exception

The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the award process. Such taxes shall be identified as a separate line item in Contractor's invoices.

9. Materials

9.1 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.

9.2 Manufacturer's Warranties

Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Materials.

9.3 Delivery

1. Contractor shall deliver the Materials FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Materials will pass to the City upon Contractor's delivery of Materials conforming to the Contract pursuant to a purchase order from the City under this Contract.

2. Contractor shall take all reasonable measures to ensure that any Materials purchased under this Contract shall be delivered within the time period specified in the Quote, unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

9.4 Default in One Installment to Constitute Total Breach

Contractor may not substitute nonconforming materials. Delivery of nonconforming materials, or a default of any nature, shall constitute a breach of the Contract as a whole.

10. General Terms

10.1 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

10.2 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.

10.3 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.

10.4 Inspection

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

10.5 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.

10.6 Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

11. Amendment

The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A "change order" is not a sufficient mechanism for amending the Contract.

12. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:

Nathan Naliborski
Public Works - Fleet Services
City of Flagstaff

211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: nnaliborski@flagstaffaz.gov
Phone: (928) 699-0469

To the Contractor:

Ryan Schoenthaler
Goodfellow Corporation
12639 W Butler Drive
El Mirage, AZ. 85335
Email: rschoenthaler@goodfellowcorp.com
Phone: (623) 715-5920

With a copy to:

Liane Garcia
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lgarcia@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF

CONTRACTOR

SIGNATURE

SIGNATURE

INSERT VENDOR NAME HERE

FULL NAME

FULL NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

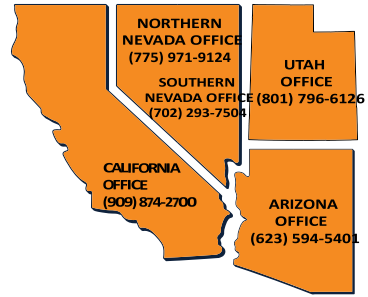
Notice to Proceed issued:NO VALUE

Exhibits List

A - EXH_A-Goodfellow_Quote_GT205S_2_Deck_ (1)

Exhibit A

EXH_A-Goodfellow_Quote_GT205S_2_Deck_(1)



City of Flagstaff - Public Works

September 4, 2026

Attn: Kegan Slayton

Quote #: 05018-R2

Thank you for the opportunity to quote your equipment as follows:

One (1) New Astec GT205S 2 Deck Mobile Screen to include the following:

- **Screen** - Incline screen with two decks: 5' x 18' (1520mm x 5490mm) bottom deck, 5' x 20' (1520mm x 6100mm) top deck; Screen-mounted hydraulic drive; Adjustable amplitude with bolt-on weights; Coil springs; Hydraulic mechanism for variable operating angles; Fines collecting hopper; Screen deck discharge chutes; Aggregate spreader; Hydraulic linkage to raise delivery conveyor for screen maintenance and to adjust material trajectory into feed box; Less screen cloth (bottom deck end tension; top deck side tension); Carriage bolts for side tension draw plates.
- **Chassis** - High strength welded steel main frame, channel cross section; 19.68" (500mm) wide tracks; Hydraulic track drive; Spring applied, hydraulic released brakes; Walkway around screen and fixed access ladder; Remote grease lubrication for ground-level access (except screen).
- **Hopper** - 12' (3660mm) Long (8 cubic yard; 6.1 cubic meter capacity) hopper; Sloped grizzly with 6" (150mm) openings, Hydraulic remote tipping grid; Foldable wings; Hydraulic support legs.
- **Belt Feeder** - Nominal 48" x 13' (1200mm x 3960mm) belt feeder with variable speed, high torque hydraulic drive; Formed plate frame; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Feeder picking idlers; Return idlers; Return idler guards; EP500/3 belt with 5 mm top and 1.5 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **One (1) Delivery Conveyor** - Nominal 42" x 39' (1050mm x 11.9m) conveyor with hydraulic drive; Formed plate frame; Folds for transport; Full-length skirt boards; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; return idlers; Return idler guards; EP500/3 belt with 5 mm top and 1.5 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **Two (2) Side Conveyors** - Nominal 30" x 34' (800mm x 10.4m) conveyor with variable speed hydraulic drive; Tubing frame; Folds for transport; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; Return idlers; Return idler guards; Receiving hopper for both conveyors; EP315/3 belt with 3 mm top and 1.5 mm bottom covers; Vulcanized splice; Chevron belt; Beater roller.
- **One (1) Fines Conveyor** - Nominal 48" x 28' (1200mm x 8530mm) conveyor with hydraulic drive; Formed plate frame; Hydraulic discharge height adjustment; Folds for transport; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; return idlers; Return idler guards; EP400/3 belt with 4 mm top and 2.0 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **Power & Hydraulics** - Caterpillar C4.4 diesel engine, 136 HP (101 kW), Tier 4F; 100-gallon (378 liter) fuel tank; Engine mounted hydraulic pumps to operate all plant functions; 170 gallon (640 liter) hydraulic reservoir with return filters; Hydraulic system oil cooler.
- **Control System** - PLC control system with color display; Hour meter and emergency stops; Pendant remote control for tracks (wireless optional).



- **Paint** - Factory standard color(s).

Included Option:

- Chevron Belt for Delivery Conveyor

Sale Price as Listed Above \$ 426,620.00

FOB: Sterling, IL - Above price excluded transport to customer site

Lead Time: Q2 - 2027

- **Sales Tax \$ 39,675.66**
- **Freight from Yankton, SD to City of Flagstaff location \$ 28,000.00**

Grand Total \$ 494,295.66

Thank you,

Ryan Schoenthaler
Equipment Sales
(623) 715-5920

~~**Note: Price does not include taxes or freight. All equipment availability and lead times are subject to prior sale.**~~

This Proposal expires, if not accepted in writing, within 30 days of the date of this proposal.

Lead times are estimated and complete lead times cannot be guaranteed until PO is received

Payment Terms - Purchase:

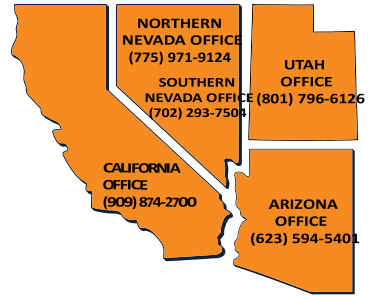
- 30% down payment
- Balance due prior to shipment
- All progress payments are due upon receipt



Tariffs:

- ~~Goodfellow equipment and fabrication prices exclude taxes, tariffs, duties, and other government-imposed assessments. Goodfellow may adjust prices before shipment to reflect increased costs due to tariffs, duties, or other factors. When and if price adjustments are necessary, this will be communicated promptly to our customers. Supporting documentation will be provided where possible, subject to confidentiality restrictions.~~

Name _____	Signature _____	Title _____
Date _____	PO# _____	



TERMS AND CONDITIONS

1. Proposal to furnish new products, whether in existence or to be manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices of new products are subject to increase if increased by the manufacturer prior to acceptance of order by seller. Freight costs, if any, included in proposal are subject to correction if shipping tariffs change prior to shipment. Other cost factors, if any, are subject to increase before acceptance of order by seller.
2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. Seller does not accept any liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise specifically stated herein.
4. Proposals and sales of used products are as is unless otherwise specifically stated herein.
5. Acceptance of Seller's proposal by the Buyer followed by written acknowledgement by one of Sellers authorized employees constitutes the entire agreement between parties, and supercedes and rescinds all prior agreements relating to the subject matter hereof. No amendment, modification, or supplement to this agreement shall be binding upon Seller unless it is in writing signed by one of Seller's authorized employees.
6. An order, once accepted and acknowledged, may not be cancelled without Seller's prior written consent, and buyer agrees to pay any cancellation charge assessed against Seller by the manufacturer and Seller's accumulated direct costs as a result of the cancellation.
7. Buyer accepts responsibility for any purchased product when it is delivered at the F. O. B. point specified in the order whether to Buyer, Carrier or Bailee, whichever occurs first. Buyer authorizes Seller to execute on Buyers behalf shippers or carriers bill of lading or contract for carriage of product related to shipment.
8. No action against Seller for breach of this contract or any other obligation of Seller herein can be commenced after more than one year after the same has occurred.
9. Payment of the purchase price is due and payable per the terms shown on this agreement unless other specific terms are arranged and approved. If a form of differed payment plan is used, Buyer agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payment are subject to approval of Seller. Buyer represents that it is solvent.
10. All payments and sums due Seller shall be payable on demand and are subject to service and handling fees of 18% per annum after due.
11. Title to the within described equipment shall remain in Seller until such time as payment has been made in full. Buyer agrees that Seller shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth herein, and that Seller shall have all rights of a secured party under the Uniform Commercial Code as enacted in the state of Utah, including the right to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met. Buyer agrees to execute financing statements if Seller so requests.
12. To the extent any provision of this agreement is not enforceable under applicable law; such provision shall be deemed null and void and shall have no effect on the remaining portions of this agreement.
13. Seller shall not be liable for the cost of any charges relating to inspections, testing and/or modifications necessary to conform to specific codes.
14. Buyer is responsible for all protective guards where equipment is operating. Buyer accepts responsibility for interpreting Local State, and Federal regulations regarding protective guards and the installation and consistent use of guards where ever deemed necessary. Buyer indemnifies Seller of all liability arising from machinery with inadequate protective equipment or guards.