

**AGREEMENT FOR
PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS & LAKES**

Solicitation IFB 23-04 / 42300033

This Agreement for Pump Repair And Maintenance Services For Ponds & Lakes ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Scott's AZ Electric Motor Repair, LLC., an Arizona limited liability company authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2023.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 23-04 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

- 1. **Key Personnel; Sub-contractors.**
 - 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
- 3. **Contractor's Work.**
 - 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
 - 3.2 Licensing. Contractor warrants that:
 - a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$150,000 as specifically detailed in **Exhibit B** (the "Compensation").

- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

- d. **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. **Notice of Changes.** Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. **Certificates of Insurance.**
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. **Other Contractors or Vendors.**
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. **Policies.** Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Scott's AZ Electric Motor Repair, LLC.
 c/o Josh Trozzo, Sales Administrator
 2824 E Washington St.
 Phoenix, AZ 85034-1514
 Tel: 623-810-0856
 Email: Josh@pumpmanphoenix.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Sam Chiovani
 Parks Superintendent
 Glendale, Arizona 85301
 623-930-2710

With required copy to:

City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

- 13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 14.2 Interpretation.
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a

month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>
18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
Exhibit A Project
Exhibit B Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

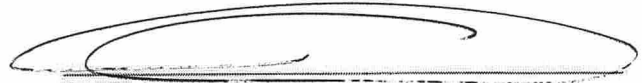
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney


Scott's AZ Electric Motor Repair, LLC
an Arizona limited liability company



By: Josh Trozzo
Its: Sales Administrator

EXHIBIT A
PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS & LAKES
PROJECT

Contractor shall provide Pump Repair And Maintenance Services For Ponds & Lakes to the City of Glendale as per attached specifications on the following Attachment 1.

 GLENDALÉ	City of Glendale Procurement Solicitation Number: IFB 23-04 / 42300033 PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS AND LAKES	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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BIDDER SHEET (Must be printed and signed upon completion)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

11/29/2022

Date

Scott's AZ Electric Motor Repair

Legal Company Name

Josh Trozzo

Printed Name (Authorized Signatory)

Sales administrator

Job Title

Offeror Certifies it is a (check only one):

Proprietorship Partnership Corporation

josh@pumpmanphoenix.com

Email Address

2824 E Washington St

Mailing Street Address

(623) 810 0856

Phone Number

Phoenix, AZ 85034-1514

City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Josh Trozzo (623) 810 0856 josh@pumpmanphoenix.com

Contact Name

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 83-1727426

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 21355173 Tax Rate: 2.3% OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)


ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

Exhibit 1 - Special Notices


Exhibit 2 - RFP Standard Terms and Conditions

Exhibit 3 - Insurance Requirements

Exhibit 4 - Template Agreement


Authorized Signature

11/29/2022

	SOLICITATION NUMBER: IFB 23-04 / 42300033 PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS AND LAKES	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1. INTRODUCTION

The City of Glendale, Arizona (City) has multiple parks that contain ponds or lakes that use pump stations to circulate the water. Some may also have water features included. The name and locations of the parks are:

Grand Canal Linear Park – 91st and Bethany Home Road
 Bonsall Park South Pond – 59th Avenue and Bethany Home
 Heroes Regional Park Lake - 83rd Avenue and Bethany Home Road
 Sahuaro Ranch Park – 59th Avenue and Mountain View Road

Pictures of the equipment at each park can be found on the “**Equipment Exhibits**” document with this solicitation.

2. OBJECTIVES

The City is looking for qualified firms (Contractors) to provide pump repair and maintenance services for equipment, parts and materials on an as needed basis. Doing semi-annual inspections, for preventative maintenance purposes shall be included. New locations may be added throughout the term of the agreement.


3. CITY PARK BUSINESS HOURS AND CITY HOLIDAYS

The normal business hours for the above parks are from 6:30am to 3:00pm. Holiday schedule for 2023 is listed below.

02.02.23 | New Year’s Day
 01.16.23 | Martin Luther King Day
 02.20.23 | Presidents’ Day
 05.29.23 | Memorial Day
 07.04.23 | Independence Day
 09.04.23 | Labor Day
 11.10.23 | Veterans Day
 11.23.23 | Thanksgiving Day
 11.24.23 | Thanksgiving Holiday
 12.25.23 | Christmas Day Holiday

4. TECHNICAL SPECIFICATIONS

- A. All Parts and materials must adhere to the technical specifications of the manufacturer.
- B. New pumps and new pump parts shall be warrantied and conform to all national trade association, industry, state and local standards and manufacturers operating procedures.
- C. Shall include but not limited to National Electrical Manufacturers Association (NEMA) standards American National Standards institute (ANSI) International Standards (ISO) and general industrial standards for industrial pumps as they apply to the specific pump.

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5. WARRANTY AND SERVICES

- A. The Contractor shall provide a minimum 3 years on all new parts and one - year on labor, at no additional cost to the City.
- B. Provide comparable loaner equipment during repair periods, at no additional cost to the City.

6. REQUIRED SPECIFICATIONS

- A. **Equipment:** Contractor shall submit current price sheet of parts and materials for pond and pump repairs for each location. The price sheet shall be posted onsite on an annual basis.
- B. Parts – Manufacturer refurbished parts may be used at a discount cost to the City.
- C. Contractor must provide proof of valid licenses and certifications to be able to service pumps and lighting. These shall be submitted with bid.
- D. The Contractor guarantees that the Work and Services performed under the Contract, and all workmanship, materials and equipment performed, furnished, used, or installed shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the manufacturer specifications.
- E. Contractor to provide written estimates of all labor, equipment, parts, materials, inspections, and maintenance services for any work requested by the City of Glendale representative within 8 business hours.
- F. Quotes shall be provided at no additional cost to the City.
- G. All work must be pre-approved in advance by a City of Glendale representative.
- H. Contractor must check in with the Parks and Recreation Supervisor prior beginning repairs and checkout upon completion of repairs.
- I. Contractor must provide an inspection sheet that includes pictures and description of concerns, readings with acceptable ranges, date, equipment ID numbers, name of technicians performing inspections and date of inspection.


7. RESPONSE TIMES

Contractor shall contact Park Manager or City designee of when they will be arriving and follow the following response times:

Contractor Call Acknowledgement to City	1 hour to provide City arrival time
Arrival Time - Normal Business Hours:	2 hours from placement of call.
Arrival Time - After Hours:	4 hours from placement of call.
Arrival Time - Holidays:	6 hours from placement of call.

8. EMERGENCY CONTACT AND RESPONSE TIME

Emergency (24) hour service shall be provided by the contractor. The contractor shall provide an emergency contact person and, with phone number upon award.

	<p style="text-align: center;">SOLICITATION NUMBER: IFB 23-04 / 42300033 PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS AND LAKES</p>	<p style="text-align: center;">CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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9. INSPECTIONS

Park Manager will coordinate with Contractor for inspections and a schedule will be provided upon award.

10. INVOICING

All invoices shall have separate line items that reflect

- Park name and address,
- Number of hours for completion of the repair/maintenance/replacement,
- Price for each part or service
- Description of part or service provided
- Quantity
- Hourly rate
- Service date,
- Name of city representative who requested the repair
- Contractor who completed the work.

The City has the right to cancel or change an order at any time prior to ship date.

ACCREDITED
LABORATORY



National Calibration Inc.

The Quality People
Since 1955

3737 East Broadway Road
Phoenix, AZ 85040
(602) 437-0114

ONLINE
RECORDS
powered by
CalHub™

Certificate No: 652598

Order No: 135521-135521

PO: 16290

Certificate of Calibration

- PREPARED FOR -

Pumpman Phoenix

2824 E Washington Street - Phoenix, AZ 85034

Equipment Type: Outside Micrometer
Make: Mitutoyo
Model: NO.103-220
Asset Number: 27112223
Serial Number: 27112223
Procedure: NCI-5391
Technician: Pellinat, Michael

Calibration Date: 10/10/2022
Recall Date: 10/10/2023
Ambient Temperature: 68.5°F
Relative Humidity: 38.2%
Received: In Tolerance
Returned: In Tolerance
Received Condition: Fair
Authorized By: Robert V. Halloran

Standards Used

Traceability #	Make	Model	Description	Cal Date	Due Date
7000620	Starrett	SS 81A1X	Gauge Block Set	08/08/2022	08/08/2023
7002640	Mitutoyo	0.120 - 0.768 in.	Gauge Block Set	11/17/2021	11/17/2022
7003202	Various Mfgs	Long Block Set	Long Block Set	03/24/2022	03/24/2023
7003291	T&D	TR-72wf	T/H Monitor	03/22/2022	03/22/2023

The accuracy of this instrument has been verified under the conditions stated above in ISO/IEC 17025:2017 and ANSI/NCSL Z540-1-1994. National Calibration Inc. is an accredited laboratory. Our standards have traceability to NIST or an international, or intrinsic standard and evidence is on file at our Metrology Laboratory. Unless stated otherwise, the expanded uncertainty of the measurement process does not exceed 25% of the tolerance allowed for the individual characteristics measured. The stated uncertainty represents an expanded uncertainty expressed at approximately the 95% confidence level using a coverage factor of k=2. The results relate only to the item being calibrated. This certificate shall not be reproduced, except in full, without the written approval of National Calibration Inc.

Technician:

Michael Pellinat

Manager:

Robert V. Halloran

This certificate shall not be reproduced, except in full, without the written approval of National Calibration, Inc. Issued Date: 10/11/2022



Certification Number: M-151915-01

Certified on October 12, 2022 - Expires on October 12, 2027

JOSHUA TROZZO

Certified Vibration Analyst Category I

By issuing this card Mobius Institute Board of Certification (MIBoC) attests to the qualification of the individual as defined in the technical parts of ISO 18436-2, but does not give authority to perform machinery vibration measurements or analysis.

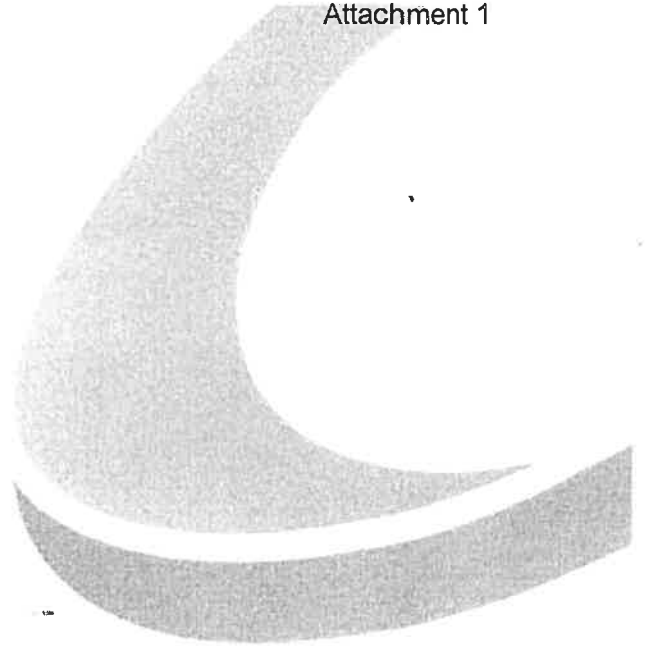
This certification card remains the property of MIBoC.
MIBoC is accredited to ISO/IEC 17024 by JAS-ANZ


Joseph Trozzo, Managing Director Mobius Institute

www.mobiuscertification.org



Certificate of Completion



is hereby awarded to

Dan Whalen

MI TMS ID 01750822

for successful completion of the training course

Vibration Analysis Category I

Course Dates: 13 - 16 September 2022

This training course was provided by Mobius Institute and follows ISO 18436-2 and 18436-3 standards and its completion provides 3 Continuing Education Unit (CEU) credits.

Chuck Landsettle
Instructor for Mobius Institute North America



If you set your printer to "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.



COMPLIANCE TRAINING
ONLINE.com

Certificate
of completion



Presented to:
Donnie O'Neal

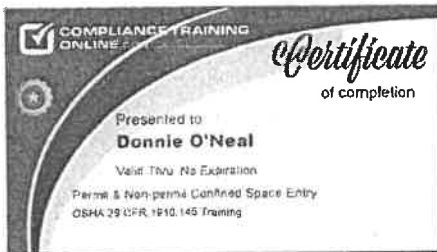
Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

certificate number: 28DFA9D1-1305-11EB-95C8-0050568D5CA3
Trained & Tested at: www.ComplianceTrainingOnline.com

HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 10/20/20
Valid Thru: No Expiration

Signed: **CTO**



COMPLIANCE TRAINING
ONLINE.com

Certificate
of completion

Presented to:
Donnie O'Neal

Valid Thru: No Expiration

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

EASA MEMBER
This Certifies that

PumpMan Phoenix
Of Phoenix, AZ

is an Active Member of the Association and, as such, is entitled to all the rights and privileges pertaining thereto for the current membership year.

2022-2023

This Certificate Expires March 31, 2023


President & CEO

MEMBER
EASA
The Electro-Mechanical Authority



CCO CERTIFIED

Operator

Certification #: **2111212467**

Certification Designations:
TSS,STC



Issued to: **EDWARD A. MARTIN**

Issued: **11/30/2021**

Expires: **11/30/2026**

Verify cardholder status at www.verifycco.org. Subject to provisions of suspension and revocation.

Committed to Quality, Integrity, and Fairness since 1995

STATE OF ARIZONA

License No. ROC 315690

Office of the Registrar of Contractors

This is to Certify that:

Scott's AZ Electric Motor Repair LLC

DBA (if any)

Pumpman Phoenix

Formerly known as:

Scott's AZ Electric Motor Repair LLC

DBA (if any)

Is the holder of a Class C-11 license. Issued on November 3, 2017, which permits the Licensee to pursue the business of C-11 Electrical in the State of Arizona under License No: **ROC 315690**

This further certifies that the request of business name is hereby granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona, on 6/8/2022



A handwritten signature in black ink, appearing to be "J. H. ...", is written over a horizontal line.

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

Certificate

WEG DRIVES & CONTROLS – AUTOMAÇÃO LTDA

certifies that

Pump Man Phoenix

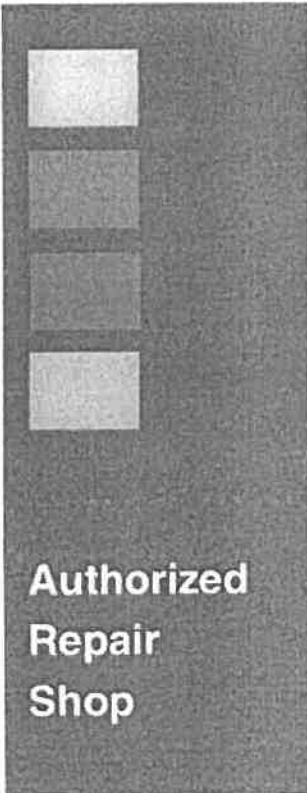
is an


Authorized Service Center

for


low voltage variable frequency drives and soft-starters

Issued: Feb/2021





Paulo Roberto Krüger
Sales Director
WEG Drives & Controls – Automação Ltda



Marcio Moreno Sobrinho
Service Manager
WEG Drives & Controls – Automação Ltda


EXHIBIT B
PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS & LAKES
COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$150,000.

DETAILED PROJECT COMPENSATION

See Contractor's Pricing Workbook following Attachment 2.

	City of Glendale Solicitation Number: IFB 23-04 / 42300033 PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS AND LAKES PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3. PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase for the first two (2) Terms of the agreement or the first initial term whichever is greater. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

PRICE SCHEDULE

3.1


REPAIRS AND PART REPLACEMENTS LABOR (Includes technician, general labor, and inspections)	Hourly Rates
Hourly rate during regular business hours (8:00am – 5:00pm)	\$ <u>125.00</u> /hr
Overtime hourly Rate	\$ <u>200.00</u> /hr
Holiday Hourly Rate	\$ <u>225.00</u> /hr
Supervisor / Foreman Rate (Upon request by park representative)	\$ <u>125.00</u> /hr
Other Rate not Listed <u>CRANE TRUCK LABOR 2 MAN</u>	\$ <u>225.00</u> /hr
Other Rate not Listed <u>SHOP REPAIRS / MACHINE WORK</u>	\$ <u>115.00</u> /hr

3.2

Discount off MSRP	Percentage
*New Parts discount percentage.	<u>25</u> %

3.3

Discount for Refurbished Parts	Percentage
*Refurbished Parts discount percentage.	<u>25</u> %

	<p>City of Glendale Solicitation Number: IFB 23-04 / 42300033 PUMP REPAIR AND MAINTENANCE SERVICES FOR PONDS AND LAKES PRICING WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3.4 *Submit current price lists for all parts and materials or provide a link here:

Enter Link to Catalog

3.5 Contractor shall enter ROC # 315690

3.6 Please acknowledge if a Purchase Card for payment is acceptable

YES NO

3.7 DISCOUNT/ PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Scott's AZ Electric Motor Repair DBA PumpMan Phoenix