

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA PUMP RESOURCES, LLC**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2023, between the City of Glendale, an Arizona municipal corporation (the “City”), and Arizona Pump Resources, LLC, a(n) Arizona limited liability company authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On April 27, 2023 under (S.A.V.E Cooperative Purchasing Agreement), the Pima County entered into a contract with Contractor to purchase the goods and services described in the Pump Repair Service (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 27, 2023, until the date the contract expires on April 26, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 26, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 26, 2024. The City may renew the term of this Agreement for (1) one year until the Cooperative Purchasing Agreement

expires on April 26, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303
And

Arizona Pump Resources, LLC
c/o Gabriel Ramirez
8308 S. 22nd Lane
Phoenix, AZ 85041

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

"Contractor"

Arizona Pump Resources, LLC,
an Arizona limited liability company

By:


Name: GABRIEL RAMIREZ
Title: Authorized Representative 5/10/23

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA PUMP RESOURCES, LLC**

EXHIBIT A

(Pump Repair Service, Pima County Master Agreement No. 23-183)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2300000000000000183

MA Version: 1

Page: 3 of 4

Description: Pump Repair Service

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 04-27-2023	
	Expiration Date: 04-26-2024	
	NTE Amount:	
	Used Amount: \$0.00	

V E N D O R	Arizona Pump Resources LLC	Contact: Gabrial Ramirez
	8308 S. 22nd Lane	Phone: 602-390-6785
	Phoenix AZ 85041	Email: gramirez@azpumpservices.com
		Terms: 2.00 %
		Days: 15

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>This MA is for a one (1) year period in the shared annual contract amount of \$50,000.00, and includes one (1) one year renewal option. The total contract amount will not exceed \$100,000.00 including sales tax and transportation charges. This contract will terminate when combined expenditures total \$99,999.00.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement (“MA”) for Contractor to provide Pima County (“County”) with Pump Repair Services on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”). County may award to multiple Contractors based on responses entered in Section 7. of Exhibit A. The purchase of new or replacement pumps and/or motors is not authorized under this agreement. Contractors will share the annual contract amount.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract, and will be for a one (1) year period with one (1) one-year renewal option. that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document **up to a maximum not-to-exceed contract amount of \$100,000.00**. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS (AMENDED)

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. **Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:**

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities. (Include one copy of business license with the Offer Agreement)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Contractor is registered “In Good Standing” with the Arizona Corporation Commission. (Include proof of registration with Offer Agreement)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

General Specifications. Contractor will perform the pump repair services on various industrial pump brands and models including, but not limited to, those listed in Exhibit A. County may add related services or pump models this agreement as needed. Any services or pumps added this agreement are subject to the terms and conditions herein.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program’s preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County’s definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging “take back” practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept an offer and execute this contract by issuing an MA (recurring requirements) to be effective on the document’s date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot exceed \$100,000.00 for the life of the contract, including sales tax and transportation costs. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Labor Charges - Regular Hourly Rate (Field)	60	HOUR	\$85.00	\$5,100.00
2	Labor Charges - Regular Hourly Rate (Shop)	227	HOUR	\$75.00	\$17,025.00
3	Machine/Welding - Regular Hourly Rate	150	HOUR	\$80.00	\$12,000.00
FREIGHT: FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID AMOUNT	\$34,125.00
SALES TAX: Although County will pay taxes IF applicable, do NOT include sales tax in unit price.					

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs. County may pay separate freight charges on special orders.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance – Not Applicable

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control.

No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request (“PER”) per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County’s best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County’s Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Parts Discount Guarantee (AMENDED)

Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor’s/manufacturer’s retail price list for parts and the Contractor’s guaranteed discount percentage. **Enter a “Guaranteed Discount” if offered or enter N/A if no discount is offered.**

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Guaranteed Discount (%) off Manufacturer’s Retail Price
Bell & Gossett			N/A
Flygt			N/A
Taco			N/A
Vaughn			N/A
Wemco			N/A

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County’s payment system or 2) County Financial Operations receives and verifies Contractor’s invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County’s practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County’s Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 2 % if payment tendered within 15 Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County’s DO or DOM document. **Parts and Labor must be billed separately on the invoice. Parts must be itemized by noun, part number, quantity and unit price. Labor must be bill by total hours at the hourly contract rate. County will return invoices combining parts and labor costs.**

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. **VENDOR RECORD MAINTENANCE**

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <http://www.pima.gov/procure/venreg.htm>.

10. **DELIVERY**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions to the location specified on the DO or DOM document, or as directed by the requestor.

Contractor guarantees delivery of product or service within three (3) business days after completion of work. issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. **TAXES, FEES, EXPENSES**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. **OTHER DOCUMENTS (AMENDED)**

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-PO-2300031, **Amendment 2** including the Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. **INSURANCE**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. **Minimum Scope and Limits of Insurance**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County’s tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County’s project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County’s Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County’s failure to obtain a required insurance certificate or endorsement, County’s failure to object to a non-complying insurance certificate or endorsement, or County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND – Not Applicable

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	4/16/2023	2	4/20/2023		

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation? Yes No
(select one)

If Yes, have you included your certification document? Yes No
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

17. BID/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** Arizona Pump Resources LLC**BUSINESS ALSO KNOWN AS:** Arizona Pump Resources**MAILING ADDRESS:** 3645 E. Atlanta Ave., Suite 1**CITY/STATE/ZIP:** Phoenix, AZ 85040**REMIT TO ADDRESS:** 3645 E. Atlanta Ave., Suite 1**CITY/STATE/ZIP:** Phoenix, AZ 85040**CONTACT PERSON NAME/TITLE:** Gabrial Ramirez, President**PHONE:** 602.390.6785 **FAX:** N/A**CONTACT PERSON EMAIL ADDRESS:** gramirez@azpumpservices.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** gramirez@azpumpservices.com**CORPORATE HEADQUARTERS ADDRESS:** 3645 E. Atlanta Ave, Suite 1, Phoenix, AZ 85040**WEBSITE:** www.azpumpresources.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: **DATE:** 4/20/2023Gabrial Ramirez, President**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** (602)390-6785 gramirez@azpumpservices.com

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to 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 Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA PUMP RESOURCES, LLC**

EXHIBIT B
Scope of Work

PROJECT

Contractor shall provide overhaul, repair services on various industrial pumps used in City of Glendale water and wastewater system. Services shall be performed within manufacturer's Operation and Maintenance manual guidelines for the specific pump model. Services may be performed on the pump rotating assembly only or complete pump/motor unit. The level of repair needed will be determined at the time of estimate and repair services.

EXHIBIT A – SCOPE OF WORK

1. SCOPE – Contractor shall provide overhaul and repair services on various industrial pumps used in Pima County including, but not limited to, those in listed in Section 7. LIST OF PUMPS. Services shall be performed within manufacturer's Operation and Maintenance manual guidelines for the specific pump model. Service may be performed on the pump rotating assembly only or complete pump/motor unit. The level of repair needed will be determined at the time of estimate. Overhaul and repair services include, but are not limited to the following:

1.1 LEVEL 1 Overhaul and Repair.

- a) Disassemble pump.
- b) Clean and inspect all parts.
- c) Install new sleeves, packing/mechanical seals, bearings, wear rings, o-rings and gaskets (as needed) regardless of existing conditions.
- d) Pump/Motor operations test (test Stator windings with Megohmmeter and surge test with report)
- e) Reassemble and perform Hydrostatic pressure test or full load test as required by type of pump, run amp check and check bearings.
- f) Prepare and re-paint unit(s) to a "like new" exterior appearance to OEM specifications.
- g) Perform Vacuum Pressure Impregnation (VPI) on rewind motors five (5) horsepower and above.
- h) Fasten separate metal tag (screw or rivet) metal plate with the Contractor's name, address, phone number and date of motor repair next to manufacturer's dataplate.
- i) Any repairs required above Level 1:
 - Parts and labor must be itemized separately for Level 1 repairs
 - Any repairs above a Level 1 repair must be approved by the County

1.2 LEVEL 2 Overhaul and Repair.

- a) All pump repairs shall include Level 1 Service and Stator rewind plus:
- b) Rewind Motor Stator.
 - The minimum class of insulation shall be class "H" as specified by NEMA.
 - Most of these motors will be open drip-proof motors.
- c) Upon completion and before delivery is taken on a motor overhaul or rewind, the motor or stator will be certified as surge comparison tested for winding condition and interrelationship. Include written test results and work orders with delivery ticket.
- d) Any repairs required above Level 2:
 - Parts and labor must be itemized separately from the Level 2 repair
 - Any repairs above a Level 2 repair must be approved by the County

1.3 Submersible Pump Overhaul and Repair.

- a) Disassemble, clean and inspect all parts.
- b) Mic and log all wear fit measurements.
- c) Install new shaft sleeves, mechanical seals (packing lantern rings and packing gland), bearings, stationary (casing) wear rings, casing gaskets, lip seals and snap rings regardless of existing condition.
- d) Clean, sandblast and apply coal tar or epoxy coating to the upper and lower casings.
- e) Reassemble rotating assembly in casing.
- f) Provide suction and discharge flange gaskets.
- g) Install new piping all pump ancillary lines (i.e. flushing and packing).
- h) Test run pump and check vibration readings and provide report.

1.4 Other Pump Overhaul and Repair.

- a) Remove pumps from site and return them to shop.
- b) Disassemble, clean and inspect all parts.
- c) Mic and log all wear fit measurements.
- d) Install new shaft sleeves, mechanical seals (packing lantern rings and packing gland for fire pumps), bearings, stationary (casing) wear rings, casing gaskets, lip seals, snap rings regardless of existing condition.
- e) Clean, sandblast and paint upper and lower casing.
- f) Reassemble rotating assembly and dynamically balance.
- g) Reassemble rotating assembly in casing.
- h) Provide suction and discharge flange gaskets.
- i) Install new piping for flush lines.
- j) Reinstall pump on-site and laser align.
- k) Run test pump and check vibration readings with reports.
- l) Submit reports on laser alignment and vibration readings.

2. CONTRACTOR RESPONSIBILITIES. Contractor must perform repair and return services and in a timely manner to minimize downtime at Pima County facilities. Contractor shall furnish all materials, labor, supervision vehicles and equipment (including forklifts and cranes) required to perform on or off-site services, which may include emergency repairs. **Contractor will use EASA-certified technicians qualified to service explosion-proof motors, and provide proof of certification upon request by County.**

- 2.1 Travel. Contractor must be able to travel and provide the specified services throughout all of Pima County.
- 2.2 Transportation. Contractor shall provide a vehicle with sufficient lift capacity to pick up and deliver motors and/or pumps weighing up to two (2) tons or 500 horsepower motors.
- 2.3 Service Capabilities. Contractor must ensure the following capabilities are available:
- a) Cleaning - Power washing, steam cleaning, and sand-blasting.
 - b) Welding – TIG (tungsten in gas); WIG (wire in gas); MIG (metal in gas).
 - c) Machining – metal cutting, drilling, grinding
 - d) Heating – Metalizing torch, Burn-off Oven, Bake Oven of sufficient size.
 - e) Dip Tank of sufficient capacity.
 - f) VPI (vacuum & pressure impregnation).
 - g) Hydraulic bearing pullers.
 - h) Dynamic balancing equipment and Vibration Analysis.
 - i) 5000 volt meg-ohmmeters testing and Surge comparison testing.
 - j) DC hypotential tester of sufficient capacity.
 - k) 460 volt test power supply to no load test run motors up to 500hp @ 460VAC
 - l) Stator core loss tester of sufficient capability.
 - m) Temperature-regulated burn-off oven of sufficient size.
 - n) Class H insulating materials epoxy or polyester resin of sufficient quantity to treat new windings.
 - o) Sufficient inventory of inverter-duty treated magnet wire.
 - p) Use of certified technicians to perform all services.
- 2.4 Pickup and Delivery. Contractor shall be responsible for pick-up and delivery of all motors when and where requested by County. Contractor shall perform all pick-up or delivery within twenty-four (24) hours of notification by County. Contractor shall offer over-the-counter service for those County locations that do not request pick-up or delivery. Contractor may be requested to pick-up disassembled units. Alternatively, disassembled units may also be delivered to the Contractor by County. Contractor shall return repaired pump/motor to department within seven (7) working days from date of authorization to proceed or department approval of estimate/quote.
- 2.5 Cost Estimates. Contractor shall provide an estimate for overhaul/repair before proceeding with any work. Contractor shall return an estimate/quote for cost of repair to the department within two (2) business days of pickup. The estimate will separately itemize parts by part number (when known), total labor, rental and other costs and discounts. Crane service and equipment provided by the Contractor shall be included in the estimate price and not billed separately. If rental equipment is necessary, Contractor shall affix equipment rental quotes from the provider to the written repair estimate and separately bill actual costs. Call-Out charges are allowed for emergency repairs only and must be stated so on the written estimate and invoice.
- 2.6 Warranty. Contractor shall warranty all service and parts to be free from defects in workmanship and materials for twelve (12) months after completion of service. Contractor shall respond to County within two (2) business days upon notification of a warranty claim. County shall not incur additional charges repair and return of warranty items.
- a) County defines warranty failure as any failure during the warranty period due to manufacturer's defects, repair workmanship quality, improper repair methods, equipment repair misdiagnosis, and omission of key repair components or quality of repair parts used by the vendor. Pima County defines pump failure as, excessive casing or oil leakage, seal failure, abnormal noises, failure of vibration analysis, output flow/pressure below manufacturer's normal values, amperage draw over/under manufacture's normal values, OR ANY OTHER FAILURE VALUES not specifically listed herein.
 - b) Contractor will diagnose, repair in place or remove the equipment at their expense. Contractor will provide all labor, tools and equipment (i.e. forklift, crane) necessary to perform the in place repairs or equipment removal. If Contractor is unable to remove and/or transport the equipment, County personnel will provide this service at Contractor's expense. County will charge Contractor for all labor and equipment used (including rentals) to remove and reinstall the warranted equipment on an hourly rate.

3. COUNTY RESPONSIBILITIES – County shall verify that any pumps or motors requiring repair are covered under terms of this agreement prior to requesting services from Contractor.

- a) County will ensure all asset tracking information is recorded on the Contractor's Delivery Order.
- b) County will ensure all repair items are cleaned and sanitized prior to service or pickup.
- c) County shall notify Contractor in writing of any warranty issues immediately upon discovery.
- d) County shall retrieve all irreparable items from the Contractor within three (3) business days of notification.

4. PARTS – Contractor shall install genuine OEM parts and coatings to complete service. Contractor may only use aftermarket parts or coatings if the OEM item is obsolete without replacement, and the aftermarket part meets or exceeds OEM specifications. County may request certification of OEM materials at any time and must approve installation of any aftermarket materials prior to start of repair or overhaul. See Offer Agreement Page 2, Section 8 COMPENSATION & PAYMENT for Parts invoicing terms.

5. HOURS – Contractor shall perform field work during County's normal business hours 7:00am to 4:00pm Monday through Friday. This includes any follow up visit for a scheduled maintenance service due to a lack of parts or material. Contractor shall make as many follow up visits as necessary to complete the scheduled service, with each follow up visit to take place on consecutive days after original date of service to complete the service. Overtime must be approved by County.

6. SAFETY/SECURITY. Contractor will adhere to the following requirements while on County Water Treatment Facilities:

- a) Contractor's personnel may be required to attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the County employee prior to visit.
- b) Contractor's employees are required to sign in with the RWRD Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee.
- c) Contractor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- d) Upon departure, the Contractor must check out with the County employee and leave a copy of work ticket(s).
- e) Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection, and hearing protection.
- f) Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the contractor's name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- g) Contractor shall wear an easily identifiable company shirt or badge worn at all times while on site.
- h) Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County employee. All debris shall be disposed of by the Contractor at the Contractor's expense. All job materials and equipment shall be removed or safely stored.
- i) The County is not responsible for theft or damage to contractor's property.
- j) All possible safety hazards to workers or the public shall be corrected immediately, and left in a safe condition at the end of each workday.
- k) Contractor must provide all their own personnel, materials, and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- l) Contractor must have and adhere to an OSHA complaint lock-out/tag-out and confined space program.
- m) Contractor shall be responsible for the safety of their employees at all times.
- n) RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license, or a passport.
- o) Contractor must submit an SDS to RWRD for approval prior to application of any chemical.
- p) Smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs, and weapons on all RWRD plant sites is prohibited.

7. LIST OF PUMPS. (AMENDED) Contractor must check **YES** or **NO** next to each following manufacturer name to indicate whether or not it has the capability to repair that specific brand of pump(s). Contractor must list any known exceptions or limitations if selecting YES or enter "NONE KNOWN".

MANUFACTURER	REPAIR CAPABILITY?	EXCEPTIONS/LIMITATIONS
Bell and Gossett	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	none known
Flygt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	none known
Taco	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	none known
Vaughn	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	none known
Wemco	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	none known

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA PUMP RESOURCES, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be determined upon request for repair of equipment.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$400,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Method and amount of compensation will be determined as needed for pump repairs.



MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000183

MA Version: 1

Page: 4 of 4

Line	Description					
1	Labor Charges - Regular Hourly Rate (Field)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$85.00	30165		
2	Labor Charges - Regular Hourly Rate (Shop)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$75.00	30165		
3	Machine/Welding - Regular Hourly Rate					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$80.00	30165		
4	Freeform					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	30165		