



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2021217
STORM DRAIN PUMP MAINTENANCE AND REPAIR SERVICES**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB Procurement Supervisor
E-Mail	Brandy.Andersen@MesaAZ.gov
Phone	(480) 644-6426

With a copy to: City of Mesa – Transportation
Attn: Bill McLeod, Transportation Field Ops Supervisor
P.O. Box 1466
Mesa, AZ 85211-1466
Bill.McLeod@MesaAZ.gov

AND

REDIPUMP, LLC, (“Contractor”)

Mailing Address	1050 N. Fairway Dr., D-101 Avondale, AZ 85323
Remit to Address	1050 N. Fairway Dr., D-101 Avondale, AZ 85323
Attention	Tim Davis, VP Service
E-Mail	tdavis@redipump.com
Phone	602-786-7867
Fax	602-786-8080

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 30th day of August, 2021, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and RediPump, LLC, a(n) Arizona company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2021217** ("Solicitation") for **STORM DRAIN PUMP MAINTENANCE AND REPAIR SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 1, 2021** and ending on **August 31, 2024**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, 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's procurement processes in the selection of a vendor to provide the services/materials 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 under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment**.

5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the

Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Printed Name

Title

Date

CONTRACTOR NAME

By: WR _____

William Regan
Printed Name

CEO
Title

8/4/2021
Date

REVIEWED BY:

By: Brandy Andersen 8/3/2021

Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB
Procurement Supervisor

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** Work will be performed at a variety of locations within the City limits. Locations will include, but not be limited to: City-owned property, privately owned property, commercial property and property owned by other governmental agencies, all of which permission to enter has been obtained.

Quantities represent the City's best estimate of current requirements. There are no guarantees implied or warranted. Quantities will not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available.

- 1.1 **Maintenance:** "Maintenance" means the field inspection, field diagnosis, field testing (static and operational), lubricating, checking and adjusting of packing and reporting for all storm water pumps specified by the contract or which may be added or deleted through a contract amendment.

All pumps will be inspected semi-annually. Contractor will provide a schedule for inspection. Contractor will send appropriate labor and equipment to each site to provide the following services:

WILL ALWAYS BE DONE	WILL BE DONE ON AS NEEDED BASIS
Visual Inspection	Pump Flow Testing
Audio Inspection	
Check Running Amps and Volts	Grease Motors and Pumps
Check Electrical Controls and Panels	Adjust Pump Packing
Check all Oil Levels	Fill Oil as Needed
Complete and submit by email (with attached file) a written report of these tasks within seventy-two (72) hours of completion. Completed form will include an estimate of recommended repairs or needed maintenance	

Contractor will schedule maintenance with power provider for line drops, panel reset, meter moved, etc.

Payment for maintenance will be made in accordance with the agreed upon unit price stated in the contract.

- 1.2 **Repair/Rebuild:** "Repair" means the removal, teardown, internal inspection, bench testing, part fabrication, reassembly, re-installation or replacement of component parts in the field or shop for all pumps specified in this contract or as ordered as repaired by a City Representative.

When City Representative gives formal authorization, after receiving the tear-down report and a full list of recommended repair measures, Contractor will provide appropriate labor, equipment, materials, and facilities to repair specific storm water pumps, either in the field or at the Contractor's shop. Contractor will submit an estimate for the total cost of all repairs; repairs will be approved by City Representative prior to beginning any work.

Repair services performed by subcontractors will always require separate approval from the City prior to subcontractors performing any work. The method of payment for subcontracted work will be agreed upon prior to the City's authorization to proceed. Subcontracted work should only be approved when the Contractor does not have the ability to accomplish the work with its own resources.

“Rebuild” means replacement of components including custom fabrication/machine work to bring the pump to a new factory condition in regard to fit and clearances of the pump assembly. Replacement of seals, war rings, impellers, and shaft assemblies necessary to return the pump to its premium operating condition. Pump bowl and impeller coatings will be Belzona Industrial Coatings or COM approved equivalent. All runout readings, final clearance specifications and balance reports are considered to be required prior to re-installation of the pump.

- 1.3 **Inspection:** Prior to acceptance, each unit will be subjected to a thorough inspection after completion of service or repairs. Inspection criteria will include but is not limited to: conformance to applicable specifications or standards and operational and mechanical integrity.

Payment for repair work will be made in accordance with the hourly rate schedule stated in the Agreement.

- 1.4 **Emergency Call-out:** Contractor will provide the City with a twenty-four (24) hour phone number for emergency call-outs. Contractor will respond to emergency calls within four (4) hours for maintenance and/or repair work at any hour of the day, seven (7) days a week, three hundred sixty-five (365) days a year. The City will make every effort to identify the general problem before making the emergency call-out to allow the Contractor to send the appropriate manpower and equipment for the job at hand. If the Contractor fails to respond to an emergency call-out within the time limit agreed upon, as stated in the Agreement, it may be considered grounds for termination of this contract.

- 1.5 **Service Recommendation:** Contractor will provide recommendations with regard to replacement versus repair of City pump equipment. Recommendations will include specific reasoning and conclusions and must be submitted in writing within five (5) business days of receiving the written request from the City. This item is a non-pay item.

- 1.6 **Changes in Service:** During the term of this Agreement or any extension thereof, the City may elect to increase or decrease the frequency of maintenance or number of sites or pumps. The said increase or decrease will be through a contract amendment.

- 1.7 **Confined Space:** Contractor’s personnel will abide by all requirements of the City of Mesa Confined Space Policy (copy available upon request) as well as all OSHA requirements when it is necessary for the Contractor to work in a confined space.

- 1.8 **Warranty:** Contractor will fully warranty all parts, equipment, and labor from defects in material and workmanship. Should any defects appear in materials and workmanship, excluding ordinary wear and tear, Contractor will repair or replace such items immediately upon receipt of notice. The warranty period will be a minimum of one (1) year for new parts, equipment, and labor, and ninety (90) days for rebuilt parts, equipment and labor. Contractor will supply a copy of all warranties to the City. Contractor will provide all traffic control needed at the job site and shall be included in the hourly bid price.

- 1.9 **Pump Lock Out:** The Contractor will comply with OSHA Control of Hazardous Energy Lockout/Tagout requirements when the pump is removed or deemed hazardous.

2. **CONTRACTOR REPONSIBILITIES:** Contractor is expected to provide all equipment, materials, supplies, and personnel necessary to provide scheduled maintenance and repairs to the City storm drain pumps for the City Transportation Department. Contractor will be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. as well as OSHA rules and regulations pertaining to all work being performed under this contract.

Contractor will be responsible for all dust control and shall be in compliance with all state and local laws for dust control. Contractor is responsible to obtain a Maricopa County Dust Control permit, if required. Contractor is responsible for obtaining and purchasing any water necessary for debris removal. Water is available at fire hydrants throughout the City. Contractor is responsible for obtaining all necessary permits, fittings and water meters that may be required by the City.

3. **SCHEDULING OF WORK:** Upon contract award, Contractor will provide schedules for inspection and repair work. The City will review and approve the schedules submitted and reserves the right to demand reasonable changes or adjustments or to reject the entire proposed schedule if it can be shown that it is not in the best interest of the City as proposed. All requested repairs (non-emergency) will begin within two (2) working days after Contractor is notified of such repairs, unless otherwise approved by City Representative.

Contractor must make every effort to stay on schedule and will complete all routine work during the calendar week that work is scheduled, unless unforeseen circumstances beyond the control of the Contractor cause delays. In the case of delays, Contractor will notify City Representative immediately.

Failure to submit schedules or revisions prior to commencement of routine work will be considered breach of contract in accordance with this document.

4. **WASTE DISPOSAL:** Contractor will be responsible to dispose of waste at a legal disposal site that meets all federal, state, and local laws.
5. **DELIVERY REQUIREMENTS:** Contractor will provide services as scheduled and on an on-call basis. Contractor will respond verbally within twenty-four (24) hours of being notified by the City. A City Representative will notify the Contractor when the City is in need of scheduled maintenance and repairs to the storm drain pumps.

Work schedule will be Monday – Friday 7:00 a.m. to 4:00 p.m. excluding City holidays. Alternate work schedule must be approved in advance by a City Representative.

6. **PERSONNEL:** Contractor will provide all management, accounts receivable staff, supervision, and labor necessary to efficiently and effectively provide maintenance and repairs to the City storm drain pumps within the terms of this contract. Contractor will designate one (1) specific individual, which is able to communicate in English, to oversee and inspect work performed by Contractor's personnel assigned to this contract. Designated Representative must have a cell phone and Contractor will supply current cell phone number to City Representative. The designated representative will be immediately available during work activities to receive communication from City staff by cellular phone.

Contractor will utilize only trained, competent employees in the performance of this contract. At the City's request, Contractor will remove from assignment to this contract, any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.

7. **IDENTIFICATION:** Contractor's employees will be required to wear a clean uniform bearing the Contractor's name. Identification badges furnished by the Contractor and security badges furnished by the City will both be worn and displayed by all Contractor and subcontractor employees, while on City premises. The badge will have the bearer's picture, name and employee number (if applicable). All Contractor personnel assigned to work under this contract will be cleared through the City's background check process, have a City issued security badge in their possession, and be in company uniform prior to commencing work.

Contractor personnel assigned to this contract may be required to be fingerprinted in conjunction with a background check through the City of Mesa. Required background clearance levels may vary based on site requirements and will be determined by the City's authorized representative.

All personnel assigned to this contract are required to have a level 1 badge clearance to obtain access to the PRCF pumps. See **Exhibit E** for Background Check Guidelines. All expenses related to this process will be paid by the City of Mesa.

City identification badges issued to Contractor personnel are required to be returned to the City's authorized representative upon termination/separation of employment. Failure to do so will result in non-performance Damage charges (amounts specified in the non-performance Damage Table) being deducted from the billing cycle immediately following the incident.

Only authorized Contractor employees are allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee, subcontractor or agent.

8. **WORK AREA:** Contractor will keep the work area safe for all residents, motorists, and pedestrians during the assigned project. Contractor will, upon completion of the work, leave the public right of way/worksite in a neat and clean condition. Contractor will remove all equipment and materials from each site and leave the site "broom clean" at the end of each workday. Contractor will restore any damaged City property or private property to its original condition as determined by the City. No special payment will be made for these items and are to be included in the unit bid price(s).
9. **TRAFFIC CONTROL:** Contractor will be responsible for all traffic control. Traffic control will be included and made a part of the unit bid price. Contractor will always ensure protection of the work area. Barricading area for work performed within the public right-of-way must comply with the most current City of Mesa Temporary Traffic Control Manual where noted, the Manual on Uniform Traffic Control Devices (MUTCD) (latest version).

City of Mesa Temporary Traffic Control Manual and Manual on Uniform Traffic Control Devices can be found at: <https://www.mesaaz.gov/business/temporary-traffic-control-permits>

Contractor is responsible for obtaining a City of Mesa Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facility except as noted in the City of Mesa Temporary Traffic Control Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit but does not guarantee the requester exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Call (480) 644-4TTC (4882), or email barricade@mesaaz.gov with any questions.

10. **EQUIPMENT:** Contractor's vehicles and equipment will be neat in appearance and easily identified. Contractor's vehicles and equipment will be maintained in a safe and mechanically sound working condition. Identification on Contractor's vehicles will consist of, at a minimum, company name and local telephone number. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment will be equipped with a back-up alarm.

Trucks or equipment designated for use under this contract will not be used for any other work while performing work for the City. Contractor will not solicit work from private citizens while working for the City.

The City will not provide storage space for the Contractor's vehicles, materials, supplies, or equipment.

11. **PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES:** Contractor will note a significant portion of the projects will occur in residential areas. Contractor will exercise due care to minimize any damages to fences, trees, shrubs, landscaping and general property. Contractor will exercise caution at all times for the protection of person and property. All fines, penalties and/or repair charges resulting from the Contractor's actions will be the sole responsibility of the Contractor at no cost to the City. Contractor will notify the City Representative immediately of any damages. Contractor will not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. Contractor will be responsible for all appropriate warning devices.
12. **INVOICE AND PAYMENT:** The City Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to Contractor beginning any work. When the work is completed, a City Representative will inspect the Contractor's work. Upon completion and acceptance of work, Contractor will invoice the City.

Contractor will submit an invoice to the City Representative only for completed work. Contractor's invoice will reflect the quantities and dollar amount on the Invoice Authorization provided to the Contractor by the City Representative. City Representative will compare the Invoice Authorization to the Contractor invoice and approve payment for work authorized.

Contractor will attach receipts to the invoice, showing the price paid for pump repair parts in order to be reimbursed by the City.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Storm Drain Pump Maintenance and General Pump Repairs** to the City of Mesa at the price(s) stated below.

Group I - Routine Maintenance (Storm Water Pumps)

Item No.	Pump No.	Pump Site Name and Location (1-4 pumps)	Unit Cost per Site for Maintenance and Inspection (Each)	Estimated Annual Quantity	Total Price
1	PS115	Recker & Encanto - 1028 N. Recker Rd.	\$ 150.00	2	\$ 300.00
2	PS117-1	Princess Park - 4461 E. Princess	\$ 125.00	2	\$ 250.00
3	PS117-2	Princess Park - 4461 E. Princess	\$ 125.00	2	\$ 250.00
4	PS119-1	Fairfield Place - 3701 E. Holmes	\$ 125.00	2	\$ 250.00
5	PS119-2	Fairfield Place - 3701 E. Holmes	\$ 125.00	2	\$ 250.00
6	PS120-1	Holmes Park - 1528 S. Greenfield Rd.	\$ 125.00	2	\$ 250.00
7	PS120-2	Holmes Park - 1528 S. Greenfield Rd.	\$ 125.00	2	\$ 250.00
8	PS120-3	Holmes Park - 1528 S. Greenfield Rd.	\$ 125.00	2	\$ 250.00
9	PS120-4	Holmes Park - 1528 S. Greenfield Rd.	\$ 125.00	2	\$ 250.00
10	PS130	Estates Groves - 4026 E. Brown Rd.	\$ 150.00	2	\$ 300.00
11	PS131	Valencia Estates - 4213 E. Hackamore	\$ 150.00	2	\$ 300.00
12	PS132	2620 E. McDowell	\$ 150.00	2	\$ 300.00
13	PS134	Mountain View Park - 845 N. Lindsay Rd.	\$ 150.00	2	\$ 300.00
14	PS137	The Ranch East - 1900 S. Lindsay	\$ 150.00	2	\$ 300.00
15	PS138	Harmony Park - 1848 S. 30th St	\$ 150.00	2	\$ 300.00
16	PS139	Kingsgate - 2560 E. Baseline Rd	\$ 150.00	2	\$ 300.00
17	PS140-1	Kingsborough Park - 1540 S. 24th St.	\$ 125.00	2	\$ 250.00
18	PS140-2	Kingsborough Park - 1540 S. 24th St.	\$ 125.00	2	\$ 250.00
19	PS140-3	Kingsborough Park - 1540 S. 24th St.	\$ 125.00	2	\$ 250.00
20	PS141	Meadowvale One - 844 N. Yale St.	\$ 150.00	2	\$ 300.00
21	PS145	East Encanto - 943 N. Delmar	\$ 150.00	2	\$ 300.00
22	PS146	Riviera Village - 1800 E. Covina	\$ 150.00	2	\$ 300.00
23	PS147-1	Emerald Park - 1536 S. Harris	\$ 125.00	2	\$ 250.00
24	PS147-2	Emerald Park - 1536 S. Harris	\$ 125.00	2	\$ 250.00
25	PS150	1234 N Horne	\$ 150.00	2	\$ 300.00
26	PS155-1	Sherwood Manor - 1545 S. Horne St.	\$ 125.00	2	\$ 250.00

27	PS155-2	Sherwood Manor - 1545 S. Horne St.	\$ 125.00	2	\$ 250.00
28	PS155-3	Sherwood Manor - 1545 S. Horne St.	\$ 125.00	2	\$ 250.00
29	PS157	HoHoKam II - 233 E. Glencove	\$ 150.00	2	\$ 300.00
30	PS161-1	Mesa Police Station - 130 N. Robson	\$ 125.00	2	\$ 250.00
31	PS161-2	Mesa Police Station - 130 N. Robson	\$ 125.00	2	\$ 250.00
32	PS162-1	Broadway & Country Club - 409 S. Country Club Dr.	\$ 125.00	2	\$ 250.00
33	PS162-2	Broadway & Country Club - 409 S. Country Club Dr.	\$ 125.00	2	\$ 250.00
34	PS162-3	Broadway & Country Club - 409 S. Country Club Dr.	\$ 125.00	2	\$ 250.00
35	PS165-1	Heritage Park - 1517 S. Center St.	\$ 125.00	2	\$ 250.00
36	PS165-2	Heritage Park - 1517 S. Center St.	\$ 125.00	2	\$ 250.00
37	PS165-3	Heritage Park - 1517 S. Center St.	\$ 125.00	2	\$ 250.00
38	PS168	Fiesta - 1500 S. Extension	\$ 150.00	2	\$ 300.00
39	PS171	Woodglen Park - 1032 W. Medina	\$ 150.00	2	\$ 300.00
40	PS172	Dobson Woods - 1145 W. Nido Ave.	\$ 150.00	2	\$ 300.00
41	PS173-1	Rancho Del Mar - 738 W. Guadalupe Rd.	\$ 125.00	2	\$ 250.00
42	PS173-2	Rancho Del Mar - 738 W. Guadalupe Rd.	\$ 125.00	2	\$ 250.00
43	PS176	Suntrail - 3234 E. Coralbell Ave.	\$ 150.00	2	\$ 300.00
44	PS191	Ivy & Pasadena - 1701 N. Pasadena	\$ 150.00	2	\$ 300.00
45	PS194-1	The Ranch West - 2110 E. Jacinto	\$ 125.00	2	\$ 250.00
46	PS194-2	The Ranch West - 2110 E. Jacinto	\$ 125.00	2	\$ 250.00
47	PS222	960 N Riverview	\$ 150.00	2	\$ 300.00
Total Bid for Item I:					\$ 12,700.00

Group II - Repair

Item No.	Labor and Equipment Description	Hourly Rate	Estimated Annual Hours	Total Price
48	Service Truck and one (1) Technician	\$ 65.00	300	\$ 19,500.00
49	Crane, Operator and one (1) Helper	\$ 100.00	225	\$ 22,500.00
50	Service Truck and one (1) Electrician	\$ 65.00	105	\$ 6,825.00
51	Shop Labor-Bench Repair/Man-hours	\$ 55.00	300	\$ 16,500.00
52	Machine Shop Labor/Man-hours	\$ 65.00	75	\$ 4,875.00
53	Additional Field Labor/Man-hours	\$ 45.00	75	\$ 3,375.00
54	Service Truck and one (1) Technician (after hours emergency call). Services not performed Monday through Friday, from 7:00 am to 4:00 pm, is considered "after hours".	\$ 95.00	38	\$ 3,610.00
Total Bid for Item II:				\$ 77,185.00

Group III - Repair Parts

Item No.		% Mark-Up	Allowance for Estimated Repairs	Total Markup
55	Respondent shall enter the percentage mark-up the Contractor will charge City for repair parts purchased by Contractor from third party vendor (only). Allowance for repair parts is for evaluation purposes only.	10.00%	\$250,000	\$ 25,000.00

***** Total Price Includes the \$250,000.00 for part allowance (Total Bid for ALL items): \$ 364,885.00**

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**
 - a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
 - b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of

policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

**EXHIBIT D
EQUIPMENT LIST**



2021217 Equipment
list.xlsx

**EXHIBIT E
BACKGROUND CHECK GUIDELINES**



Exhibit E Background
Check Guidelines.pdf

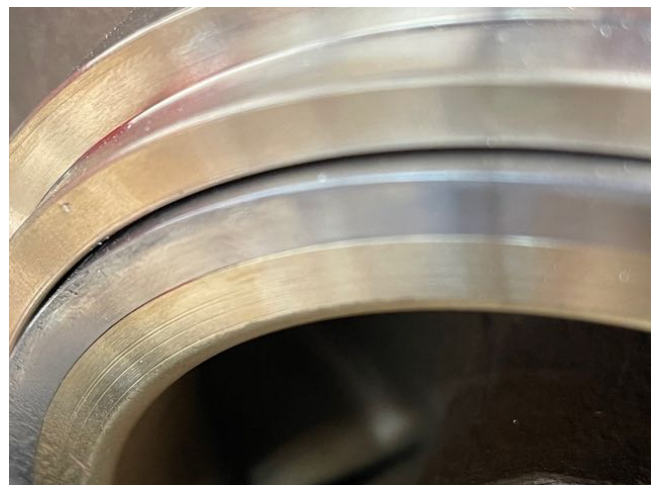
PROGRAM DESCRIPTION ON METHOD OF APPROACH: The remaining pages are the Contractor's response to the program description and method of approach:

TAB 3

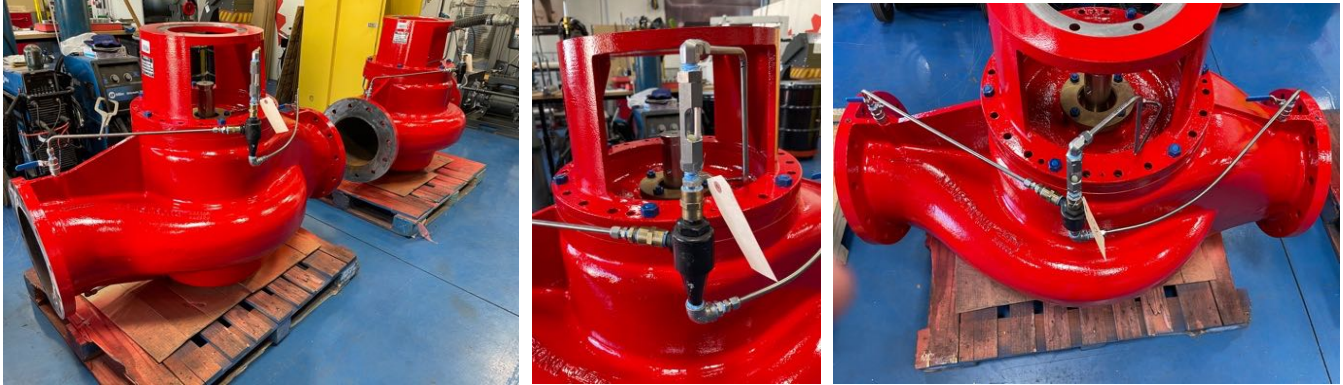
Program Description and Method of Approach.

RediPump LLC's approach to performing pump maintenance and repair services start with a very simple question, how can we make this pump better than when it shipped from the factory and was first installed on site? This is just one of the many unique factors that sets **RediPump LLC** apart from our competitors. We will always at a minimum repair or rebuild your pump to OEM (Original Equipment Manufacturers) standards. However, whenever possible, we will seek to improve on the OEM design. Some of the ways we improve on the original design come from improving materials of construction on parts that need replacement. For example, having a fully equipped machine shop allows us to fabricate many of our own parts. This gives us great flexibility on selection of materials of construction. We have for example, standardized on 17-4 PSQ Stainless Steel for all shafting materials for most of our pump rebuilds. This material upgrade provides approximately twice the tensile strength as well as increased corrosion resistance over 4140 carbon steel, which is the most common material in many pump shafts. This simple upgrade increases the longevity of your pump rebuild.

Similarly on pump impellers, many pump impellers are made from bronze and are matched with bronze wear rings in the case or volute. In our experience, both materials wear at a similar rate, making both parts worn beyond OEM specifications at time of rebuild. Most pump shops will "clean-up" the impeller on a lathe and sometimes install larger wear rings in the case or volute using grub screws to secure them in place. Some shops will just clean up the case or volute wear rings with a little sandpaper and call it good. **RediPump LLC** will go beyond just cleaning up the impeller, we will machine an appropriate amount of the wear area on the impeller, and we will manufacture and install a set of impeller wear rings machined from 400 series stainless steel with a groove to mechanically attach the new wear ring to the impeller. We install the new SS wear ring by heat expansion to a 0.010" press fit when normalized. We manufacture a new set of bronze case or volute wear rings. We install them using a liquid nitrogen shrink fit technique @ -320F again providing a mechanical press fit of 0.010" when normalized, ensuring a proper fit without any chance of distortion from grub screws. The clearance between the wear rings on the impeller and the wear rings in the volute or case are of **critical importance**. This is where much of a pump's capacity can be lost over time. As the clearance increase as these parts wear, the increased gaps provide a path for water to bypass and results in reduced capacity of the pump.



On pumps that have flush lines to mechanical seals we will most often upgrade the line size to provide more flow. e.g., 1/4" copper flush line to 3/8" stainless steel flush lines and fittings. This provides for an improved quench and lubrication of seal faces increasing the longevity of the rebuild.



RediPump LLC has standardized on 2 roller bearing preferred manufacturers. **SKF & FAG**. Both of these manufacturers provide the finest quality roller bearings in the industry. We seek to always use either of these manufacturers whenever possible.

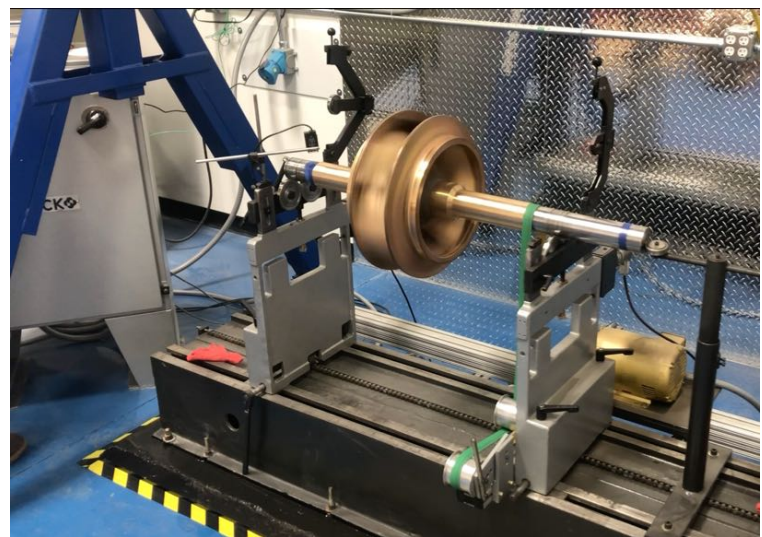


RediPump LLC has standardized on **Flexaseal** for all of our pusher type and complete mechanical seal assemblies. **Flexaseal** has been an important partner in the success we have had with the longevity of our rebuilds. In 3-1/2 years of business we have had a grand total of 3 seal failures. We replaced them under warranty at no cost to our customers.



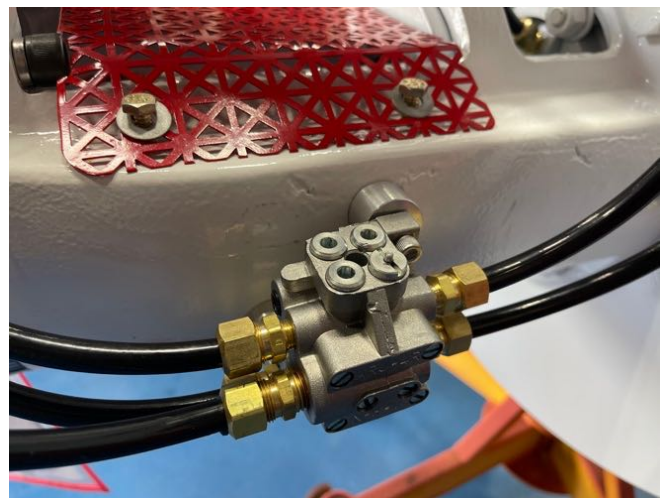
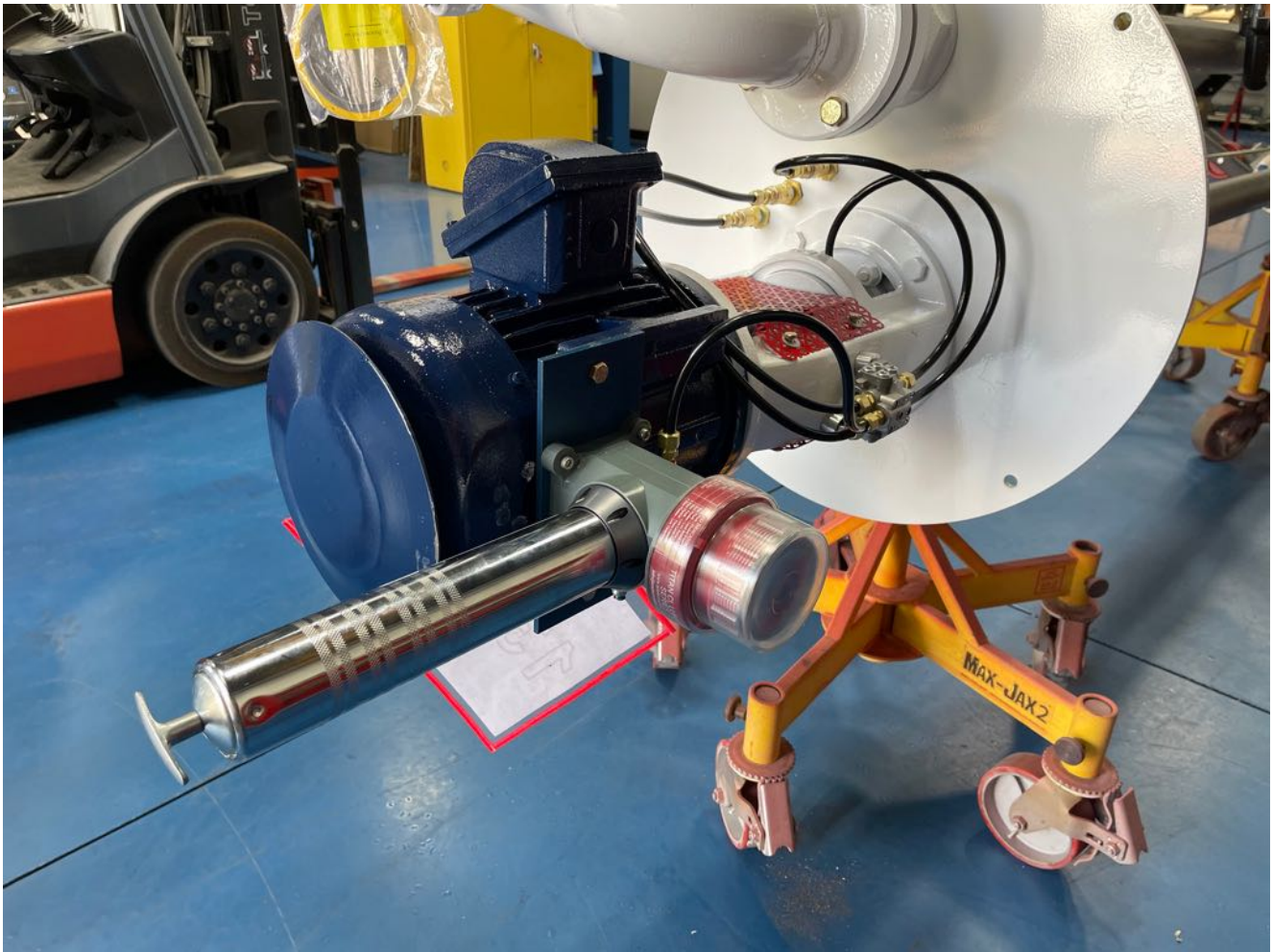
RediPump LLC will seek to improve on OEM design by tightening up tolerances whenever possible. We have both state-of-the-art CNC equipment as well as manual machines and we are capable of maintaining tolerances to within 10th's of a thousand of an inch (0.0001). This allows us to, when and where appropriate, tighten up tolerances on wear rings, shafting material, running bearings, bushings and TIR on shafts.

Of critical importance, **RediPump LLC** is equipped with a premium **Schenck** balance machine. Equipped with the latest electronic upgrade from **Easy Balance**. This allows us to standardize our balance tolerance to ISO G2.5, most shops balance to G6.3 due to equipment limitations and time spent for balancing operations. In our experience the tighter the tolerance of the balance job, the less chance there is for excessive vibration, the less vibration there is, the longer the pump rebuild will last. (See attached sample balance report that comes standard with each of our pump rebuilds).



Proposed Automatic Greaser for Critical Remote Locations

Something that may be of interest to the City of Mesa is an intrinsically safe, battery operated automatic greaser, complete with 4-way or 6-way manifold. This unit can be programmed to automatically grease all the bearings on a weekly basis for an entire year without any PM or attention required. Stainless steel tubing is installed to deliver grease to all bearings on a regular basis. This is just another example of how we go above and beyond to serve our valued customers.



These are a just a few of the ways **RediPump LLC** improves on the OEM design. We have proven that if we focus on these most important details, your pump will last longer than it did when it was first installed. We are so confident in this approach that we provide a full **2-year warranty** (see attached warranty certificate) on both material and labor on all our pump rebuilds. We like to say, "Nobody does it better, period." So, to prove it we also back it up better than anyone else does too!

Typical timeframe for our services

Initial Response:	Within 12-24 hours maximum.
Evaluation:	Standard evaluation time is 5-7 days.
Pump Tear Down:	Done as part of evaluation C/W written report & quotation.
Rebuild Process:	Typically, 2-4 weeks, subject to parts availability.
Re-installation:	Usually withing 5 days of pump rebuild completion.

Quality Control Program

Each pump that enters our shop is given a unique shop identifier number. This number follows the pump through all processes from teardown & inspection report, to quotation, final report and invoice. The same file number is used to keep both a unique physical file jacket and a digital file folder stored on our server of all associated documentation and digital files including photos. This same shop number forms part of the purchase order numbering system when ordering materials and or parts.

The lead pump mechanic in partnership with the purchasing agent assembles a list of all required material and parts for each pump. The purchasing agent orders all parts from the list. All ordered parts and material is double checked by the shop supervisor.

Each pump has its own unique wire crate with the shop order number on it where all disassembled parts are stored, eliminating any potential mix up in parts from other jobs. As parts are received, they are checked against the purchase orders for quality, correctness and quantity. All parts and material orders are followed up regularly with suppliers by the purchasing agent to ensure timely delivery. All job progress is managed by our internal continually updated WIP system and discussed during our weekly production meetings.

All custom part drawings are created in house using the unique shop order number in either AutoCAD or Fusion 360 for 3D modelling and checked by the shop supervisor for each specific component. All machined parts are then checked by the lead pump mechanic prior to installation to ensure all materials, dimensions and tolerances are correct. When all parts are received, the pump is rebuilt using a buddy system of 2 pump mechanics. This ensures all parts are assembled correctly and verified as the pump is being built. Final inspection and testing is performed by the lead mechanic and witnessed by the shop supervisor.

Machine Work

As part of the **RediPump LLC** team, we have 3 machinists with varying capabilities able to manufacture most of the common parts required in a typical pump rebuild. This includes, complete shafts, wear rings, bearings, bearing housings, shaft sleeves and many other parts... (Please see attached shop capabilities list outlining our machining capabilities.)

Timely Manner of Repairs and Rebuilds

RediPump LLC uses a first in first out approach for all of our projects for all of our customers. As we have grown, we have added both the qualified expert staff as well as the equipment and machinery required to continually perform our duties in a timely manner. We continue to monitor our response times and adjust as necessary. At times we employ overtime as required. We also offer 24-hour emergency services as needed with response times usually within 2-3 hours. We also provide services on weekends and holidays as required. RediPump has a history of doing whatever our customer may need from us.

Invoicing Method

As standard practice all invoices are sent out electronically via email within 24 hours of pump rebuild and or installation. All our invoices match 100% per the purchase order of our customer to ensure there is no confusion or discrepancies.