

CONTRACT FOR PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
Contract No.: 2016-53

Beaver St. & Dale Ave Bundle Improvements Project

This Contract is entered into by and between the City of Flagstaff, a political subdivision of the state of Arizona ("City") and The WLB Group, Inc., an Arizona corporation ("Contractor"), this _____, day of _____, 2016.

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional architect/engineering services for a public works project;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and Contractor ("the parties") agree as follows:

SERVICES

1. **Scope of Work:** Contractor shall provide professional services generally described as:

Beaver Street and Dale Avenue bundled improvements design services.

as more specifically described in the Request for Statement of Qualifications ("RSOQ") and proposal attached hereto as Exhibit A.

2. **Schedule of Services:** Contractor shall perform all work per the schedule set forth in Exhibit A.
3. **Standard Terms and Conditions (T34):** The City's Standard Terms and Conditions for A/E Services - Public Works Projects (T34), attached hereto as Exhibit B are incorporated by reference and apply to performance of this Contract, except to the extent modified by Exhibit A.
4. **Key Personnel/Subcontractors:** Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors. All subcontracts shall be required to state that subcontractor's performance shall be consistent with requirements of this Contract.

CITY RESPONSIBILITIES

5. **City Representative:** The City Representative is Patrick Brown, C.P.M., Senior Procurement Specialist or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
6. **City Cooperation:** City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. **Contract Term:** The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to

Proceed. Project duration shall be for 704 calendar days, and shall be completed on or before _____, 20____ consistent with the Schedule of Services.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions (T34) attached hereto.

PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the compensation schedule attached hereto as part of Exhibit A. The Contract amount shall not exceed \$231,160.00, unless approved by written change order.

INSURANCE

10. Insurance: Contractor shall meet insurance requirements of City, set forth in Exhibit C.

NOTICE

11. Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative

Patrick Brown, C.P.M.
Senior Procurement Specialist
Contract No. 2016-53
Beaver St. & Dale Improvements Design
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

To Contractor:

Dan Burke, P.E.
Director of Operations
The WLB Group, Inc.
500 N. Beaver Street
Flagstaff, Arizona 86001

MISCELLANEOUS:

12. Cooperative Use: This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Contractor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment and services from contractors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the contract, as awarded.

13. Successors and Assigns. No right or interest in the Agreement shall be assigned by Contractor without prior written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the City.

14. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

THE WLB GROUP, INC.

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Josh Copley, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20____

Attachments:

Exhibit A: Scope of Work, RSOQ, Pricing, Schedule, Key Personnel, Subcontractors

Exhibit B: Standard Terms and Conditions

Exhibit C: Insurance for A/E Professional Services requirements

EXHIBIT A
SCOPE OF WORK, PRICING, SCHEDULE

SEE ATTACHMENT: *Exhibit A – Scope & Fee*

**EXHIBIT B
STANDARD TERMS AND CONDITIONS (T34)**

**CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS
FOR A/E SERVICES PROJECTS**

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

PAYMENT

5. **INVOICES:** Invoices shall include the Contract and/or Purchase Order number and dates when work was performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
6. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

CONTRACTOR RESPONSIBLE FOR CONTROL OF WORK

7. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
8. **CONTROL:** Contractor shall be responsible for the control of the work. Contractor shall furnish qualified personnel, materials, equipment and other items necessary to carry out the terms of the Contract.
9. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

QUALITY OF WORK

10. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

11. **COMPLETENESS AND ACCURACY:** Contractor shall be responsible for the completeness and accuracy of its work, plans, supporting data, and special provisions prepared for or compiled under its obligation for the Contract, and shall correct, at its own expense, all errors or omissions therein.
12. **PROFESSIONAL SEAL:** All documents prepared by a design professional shall bear the stamp or seal of the design professional.
13. **STANDARD OF CARE:** All preparation of technical and related documents shall be completed in accordance with applicable law and performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
14. **CORRECTION OF ERRORS OR OMISSIONS, COSTS:** Contractor at its own expense shall correct errors or omissions in the documents created pursuant this Contract which are discovered, disclosed and determined by City to exist either during or following completion of the documents, including but not limited to errors or omissions discovered during construction. The costs incurred and necessary to correct errors or omissions attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor.
15. **CONSTRUCTION INSPECTIONS:** If Contractor is performing construction inspection of a City project, Contractor shall be responsible for Contractor errors and omissions which are discovered, disclosed and determined by City to exist during and subsequent to construction of the project. Contractor's duty in the construction in section phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor. City acceptance or approval of Contractor's work shall not relieve Contractor of inspection responsibilities or professional liability.
16. **ACCEPTANCE:** The fact that City has accepted or approved Contractor's work shall not relieve Contractor of its responsibilities or professional liability. If work is rejected by the City due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
17. **WARRANTY:** Contractor warrants that the design will accomplish any performance standards or results required in the scope of work. City's review, acceptance, receipt or inspection of the materials or services specified shall not alter or affect Contractor's obligations to meet Contract specifications or this warranty.
18. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

REPORTS AND DATA

19. **CITY OWNERSHIP OF DOCUMENTS AND DATA:** Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computer program elements, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of copyright laws of the United States and hereby assigns to City all rights and interests Contractor may have in the materials it prepares under this Contract, including any derivative use of the material.

20. **RE-USE:** City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adoption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
21. **DELIVERY OF DOCUMENTS AND DATA:** Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies of all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in progress.

INSPECTION, RECORDS

22. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
23. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
24. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

INDEMNIFICATION, INSURANCE

25. **INDEMNIFICATION:** To the fullest extent permitted by law. Contractor shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (herein after Indemnatee") from and against all liabilities, damages, losses and court costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor, subcontractor, design professional or other persons employed or used by contractor, subcontractor or design professional in the performance of the Contract. The amount and type of insurance coverage required under the Contract shall in no way be construed as limiting the scope of this indemnification provision. This indemnification provision shall survive termination or expiration of the Contract.
26. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including professional liability, public liability and worker's compensation.

CONTRACT CHANGES

27. **CHANGE ORDERS:** The City reserves the right at any time to make changes in the scope of work in writing. Whenever the scope of work will be materially increasing or decreasing the cost of performance, a contract change order shall be approved and executed by the parties prior to the change. Contractor shall not do any work or furnish any materials which are not covered by the written Contract or approved change orders. If Contractor disregards this provision, Contractor does so at its own risk, cost and expense.
28. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
29. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

30. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
31. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
32. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
33. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

34. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
35. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, gender identity or expression.
36. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
37. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the

Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 38. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 39. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed ten (10) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 40. EVENTS OF CONTRACTOR DEFAULT DEFINED:** Contractor defaults include the following:
- a. Any material misrepresentation made by Contractor to the City;
 - b. Failure to commence work at the time(s) specified due to a reason or circumstance within Contractor's reasonable control;
 - c. Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Contractor's reasonable control;
 - d. Failure to perform the work in a manner reasonably satisfactory to the City;
 - e. Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
 - f. Discontinuance of the work for reasons not beyond Contractor's reasonable control;
 - g. Unsatisfactory performance as judged by the Contract Administrator;
 - h. Failure to provide the City, upon request, with adequate assurance of future performance;
 - i. Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and
 - j. Any other material breach.
- 41. CITY REMEDIES:** Upon the occurrence of any Event of Contractor Default, the City may declare Contractor in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within ten (10) days of receipt of the notification, the City may invoke any or all of the following remedies:
- a. The right to terminate/cancel this Contract as to any or all of the services yet to be performed;
 - b. The right of specific performance, an injunction or any other appropriate equitable remedy;
 - c. The right to monetary damages;
 - d. The right to withhold all or any part of Contractor's compensation under this Contract;
 - e. The right to deem Contractor non-responsive in future contracts to be awarded by the City;
 - f. The right to seek recoupment of public funds spent for impermissible purposes.

- g. The City may elect not to declare an Event of Contractor Default or default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Contractor to continue to provide the Services despite the occurrence of one or more Events of Default, Contractor shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the City be deemed to waive or relinquish any of its rights under this Contract.
- h. City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service.
- i. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

- 42. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 43. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 44. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding; makes an assignment for a creditor; or there is any similar action that affects Contractor's ability to perform under the Contract.
- 45. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 46. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 47. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

DELAYS

- 48. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence.

MISCELLANEOUS

49. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
50. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
51. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
52. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
53. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
54. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

**EXHIBIT C
INSURANCE FOR A/E PROFESSIONAL SERVICES**

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

e. Professional Liability \$2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:
- Attention: Patrick Brown, C.P.M.
Contract No. 2016-53
Beaver St. and Dale Ave. Bundle #2 Improvements
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

All certificates of insurance shall be sent directly to the Buyer in the same manner as notice of cancellations (see above). The City project/contract number and project description shall be noted on the certificates of insurance.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.
11. Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.