

CONTRACT DOCUMENTS

FOR

CITY OF SEDONA

PUBLIC WORKS DEPARTMENT

ELECTRICAL SERVICES and MAINTENANCE CONTRACT

AUGUST 2013

REQUEST FOR BIDS
CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
WASTEWATER DIVISION

ELECTRICAL SERVICES and MAINTENANCE CONTRACT

DUE DATE: Tuesday, September 10, 2013, 2:00 PM
BID OPENING TIME AND DATE: 2:00 p.m. on Tuesday, September 10, 2013

The City of Sedona is soliciting bids from vendors to perform motor repairs/rewinds, pump repairs, inspections, testing, preventative maintenance, repairs on City-owned electrical equipment and to furnish parts and replacements necessary to perform these services.

The Request for Bids is available on the City of Sedona website at www.SedonaAz.gov. Addendums will be posted on the City of Sedona's website at www.SedonaAz.gov under the Bid/RFP Opportunities. The City retains the right to reject any bid not acknowledging all issued addendums. Addendums may be posted to within 24 hours of the time of bid opening.

Contract Documents with completed Bid Proposals must be enclosed in a sealed envelope addressed to:

HAND DELIVERED: City of Sedona
Todd Carpenter
Public Works Department
104 Roadrunner Drive
Sedona, AZ 86336

U.S. MAIL: City of Sedona
Todd Carpenter
Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

AND CLEARLY MARKED: Bid Proposal for Electrical Services and Maintenance Contract

AND RECEIVED: At the Public Works Department until 2:00 p.m. local time, Tuesday, September 10, 2013, (as determined by reference to the official time.)

Bids will be opened in the Public Works Department. Bid will be awarded to the lowest, responsive, responsible bidder. The City of Sedona reserves the right to reject any or all proposals and withhold the award if deemed in the best interest of the city.

A \$1,000.00 bid guarantee shall be provided with each bid. The guarantee shall be in the form of a bid bond, certified check or cashier's check payable to the City.

By: _____
Charles Mosley, Director of Public Works/City Engineer

First Advertisement: Wednesday, 8/14/13
Second Advertisement: Friday, 8/16/13
RED ROCK NEWS

INSTRUCTIONS TO BIDDERS

1. Each bid shall be submitted on the form provided, to the locations specified in these specifications, at or prior to the date and time specified. All sections of the form must be completed. If information does not apply state "Not applicable". Mailing and location addresses must be provided.
2. Bid prices submitted shall be considered to have included all local, state and federal taxes, and no additional allowance will be allowed for such. The City reserves the right to consider the value to it of warranties exceeding the minimum requirements in determining the lowest, responsible, responsive bidder.
3. Exceptions taken to any aspect of the specifications in submitting the bid shall be clearly noted in a written attachment to the Bid Form. The attachment shall identify the aspect of the specifications affected by the exception and the proposal instead of the specification. The City of Sedona reserves the right to consider the value to it of any exceptions or the lack of exceptions in determining the lowest, responsible, responsive bidder. Attachments identifying exceptions shall be signed by the bidder.
4. No Bidder may withdraw his Bid for forty-five (45) days after the time established for receiving Bids or before the successful bidder has returned the Letter of Award signed, unless a period exceeding forty-five (45) calendar days after the time established for receiving Bids has passed. The sending of the Letter of Award by the City of Sedona to one party does not constitute a waiver of this condition.
5. Each bid must be accompanied by either a certified check made payable to the City of Sedona, a cashier's check made payable to the City of Sedona or a bid bond, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in Arizona, in the amount of \$1,000.00. The City may retain such checks or bid bonds, of the three (3) apparent lowest Bidders, for a period of forty-five (45) days after the bid opening.
6. In the event the successful Bidder fails to deliver to the City of Sedona all items, training and services, as bid and awarded, within the time frame specified to the satisfaction of the City the bid deposit or bond for this bid shall be forfeited to the City.
7. Each bidder acknowledges and agrees award of the contract shall require issuance of a Letter of Award by the City to the successful bidder and issuance of a Purchase Order. The City reserves the right to award the Base Bid only, or the Base Bid plus the Additive Alternate Bid, or to reject all bids, at its sole discretion.
8. In evaluating Bids, City will consider the qualifications of Bidders; whether or not the Bids comply with the prescribed requirements; exceptions and requested modifications to the Scope of Work (Exhibit A), and requested changes to the standard maintenance service contract; the time or times for completion as stated in the Bid Form; and the lump sum and unit prices, if requested in the Bid Form.

9. City may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents. City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

10. Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

11. Modification of a Bid already received will be considered only if the modification is received prior to the time established for receiving Bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Bid. The communication should not reveal the Bid Price, but should provide the addition or subtraction or other modifications so that the final price or terms will not be shown until the sealed Bids are opened.

BID FORM

BID TABULATIONS:

The General Provisions are provided to describe the type or similar type of services, inspections, replacements, and purchases desired by the City of Sedona under this agreement. Bidders are to provide pricing based on the minimum requirements listed under Sections 1-4. As it is possible that not all Bidders will respond to all Sections, the Bidders must supply pricing to each Section completely for which bid pricing is provided. For any Section Bidders are not providing pricing, please cross-out section box with Non-Applicable or NA. If providing pricing on Section 1, the Bidders must provide a certificate or other proof of membership in good standing in the Electrical Apparatus Service Association (EASA). Any omission of this required information will deem the bid package as unresponsive. It is the intention of the City to award three (3) Vendors from each section based on the three (3) lowest responsive bidders per each section. In the unlikely event that there are quoted the same Hourly rates in each section, the Mark-up rate in each section will be used as the basis for the lowest responsive bidders. All Bidders must provide three (3) references or be deemed non-responsive.

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Electric Motors – Purchase, Repair Parts, Installations and Repair/Rewind** to the City of Sedona at the price(s) stated below.

SECTION 1. Purchases of Replacement Motors and Repair Parts

- A. Awarded Vendor must provide a current published MSRP (Manufacturer Suggested Retail Price) for each new motor in writing as part of the quote to the city for review prior to any purchase.

Cost of new motor will be based on the MSRP plus the Percent Markup, when purchased by the Vendor.

Parts to be fabricated by Vendor shall be quoted before use in repairs for City of Sedona.

No markups will be paid on delivery charges for parts shipped to Vendor or for unauthorized outside labor. Vendor shall provide evidence of purchased price for all repair parts to be marked up. Vendor shall provide a firm quote for all purchased repair parts and receive a written or verbal confirmation from the City before ordering.

The Percent Mark-up for new motor purchases and repair parts provided by the vendor, shall be

_____ %

SECTION 1. CONTINUED Services – MOTOR Installations and Repair/Rewind

A. Crane Rental. Pricing shall include all labor material, overhead, fuel surcharges and taxes to perform the services as outlined in the solicitation.

- 1) Size (4-5 ton) w/operator \$ _____ Hour
- Crane Delivery and Pick-up \$ _____ Hour
- Each additional crew person (per man) \$ _____ Hour

B. On-Site and Shop Services. Pricing shall include all labor material, overhead, fuel surcharges and taxes to perform the services as outlined in the solicitation.

- 1) Three (3) man crew (ON-SITE):
 - Mobilization charge: 3 man crew with travel to & from job location, (if any) \$ _____ Hour
 - Hourly rate for 3 man crew from time of arrival to departure (billed in ¼ hour increments after first hour) \$ _____ Hour
- 2) Two (2) man crew (ON-SITE):
 - Mobilization charge: 2 man crew with travel to & from job location, (if any) \$ _____ Hour
 - Hourly rate for 2 man crew from time of arrival to departure (billed in ¼ hour increments after first hour) \$ _____ Hour
- 3) One (1) man crew (ON-SITE):
 - Mobilization charge: 1 man crew with travel to & from job location, (if any) \$ _____ Hour
 - Hourly rate for 1 man crew from time of arrival to departure. (billed in ¼ hour increments after first hour) \$ _____ Hour
- 4) Shop Estimate for Motor Repair/Rewind \$ _____ Hour
- 5) Shop labor (per man) \$ _____ Hour
- 6) Machinist \$ _____ Hour
- 7) Welder / shop \$ _____ Hour
- 8) Field Welder / shop \$ _____ Hour
- 9) Field Tech or Field Electrician (1 man & truck) \$ _____ Hour
- 10) List overtime rate premium:
 - Saturday: hourly rate + _____ %
 - Sunday: hourly rate + _____ %
 - Holiday: hourly rate + _____ %
 - Emergency: hourly rate + _____ %

SECTION 1. CONTINUED Services – MOTOR Installations and Repair/Rewind

- 11) Infrared Camera / Thermal Images \$ _____ Hour
- 12) Field Vibration Analysis Service \$ _____ Hour
- 13) Shop Dynamic Balancing Service \$ _____ Hour
- 14) Laser Shaft Alignment \$ _____ Hour
- 15) The City requests non-emergency motor repair to begin within seventy-two (72) hours after written notification. Vendor agrees to start each normal job within _____ hours after written notification.

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Pump – Purchase and Repairs** to the City of Sedona at the price(s) stated below.

SECTION 2. Pump – Purchase and Repairs

- 1) Standard Service Regular Business Hours, six (6) hour Response Time \$ _____ Hour
- 2) Emergency (24/7) after hours call out charge \$ _____ Hour
- 3) Weekend Rate, six (6) hour Response Time \$ _____ Hour
- 4) Holiday Rate, six (6) hour Response Time \$ _____ Hour
- 5) Shop Repairs \$ _____ Hour
- 6) Service Truck with Electrician/Technician \$ _____ Hour
- 7) Materials, parts, replacements, components, % markup \$ _____ %

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Electrical Support Components and Auxillary Controls – Purchase and Repairs** to the City of Sedona at the price(s) stated below.

SECTION 3. <u>Electrical Support Components and Auxillary Controls – Purchase and Repairs</u>		
1)	Standard Service Regular Business Hours, six (6) hour Response Time	\$ _____ Hour
2)	Emergency (24/7) after hours call out charge	\$ _____ Hour
3)	Weekend Rate, six (6) hour Response Time	\$ _____ Hour
4)	Holiday Rate, six (6) hour Response Time	\$ _____ Hour
5)	Shop Repairs	\$ _____ Hour
6)	Service Truck with Electrician/Technician	\$ _____ Hour
7)	Materials, parts, replacements, components, % markup	\$ _____ %

Bid prices submitted shall be considered to have included all local, state and federal taxes, and no additional allowance will be allowed therefore. The City shall incur no obligations regarding payment of any amount until the contract has been executed by both the City and the bidder and the work has been performed and properly billed in accordance with the contract documents.

In case of discrepancy between unit price extension and total price provided, the unit price extension shall govern.

Bids which appear, in the opinion of the City, to be unbalanced shall be considered unresponsive and subject to rejection.

A \$1,000.00 bid guarantee must accompany this bid. It may be a bond or cashier’s check.

Company Name _____

Complete and attach Bidder’s Affidavit to bid form.

Bidder’s mailing address

Bidder’s Location

_____ Address

_____ Address

_____ City, State, ZIP

_____ City, State, ZIP

Disputes related to this bid and contract shall be considered as within Yavapai County, Arizona and subject to jurisdiction of courts therein. The provisions of Article 3.10.010 of the City Code shall apply to this contract as a precedent to proceeding with other actions against the City.

BIDDER'S AFFIDAVIT

The undersigned, as _____ (President, Officer of Corporation, Member of Firm) of the prospective bidder, hereby certifies that the foregoing information is, to the best of his/her knowledge and belief, true and accurate as of the ____ day of _____, 20___. Bidder, by his signature hereon, authorized the obtaining of reference information and hereby releases the party providing such information and the City of Sedona from any and all liability to Bidder as a result of such reference information being provided. Bidder further waives any right to receive copies if information so provided.

Corporate Seal
(If Corporation)

Bidder

BY: _____

Position (must be President, Officer of Corporation or member of Partnership as applicable)

NOTARY

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____ as _____ for the

_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

The Letter of Award will be in substantially the following form:

LETTER OF AWARD

Date

Successful Bidder Name
Street or PO Box
City, State Zip

SUBJECT: LETTER OF AWARD – ELECTRICAL SERVICES and MAINTENANCE CONTRACT

The City of Sedona, having duly considered the bid submitted on September 10, 2013, for the City of Sedona Electrical Services and Maintenance Contract as outlined in the Contract Documents therefore, and it appearing that your proposal for performing the work is fair, equitable and in the City's best interest, your proposal as contained in the bid schedule in the estimated total amount of \$ _____, is hereby accepted at the unit prices contained therein, and in accordance with all provisions set forth in the Contract Documents.

In accordance with the terms of the Contract Documents, you are required to sign below acknowledging that you will furnish related services as specified in the Contract Documents for Electrical Services and Maintenance Contract.

The Bid Bond submitted with your proposal will be retained until the contract has been executed to the City's satisfaction by both the City and the Contractor. In the event that you should fail to sign and return this letter, the City of Sedona may cash the Bid Bond and proceed with steps that are in the City's best interest.

Please provide the insurance certificates as referenced in Section 8 of the original contract document. Your Certificate of Insurance shall be accompanied by an endorsement and a statement that the Certificate of Insurance meets the entire requirements of the specifications or shall state and describe specific exclusions. In addition, your Certificate of Insurance must name the City of Sedona as additional insured and identify the project.

Companies engaging in business in/for the City of Sedona are required to obtain a yearly business license. Please refer to our website www.sedonaaz.gov for additional information. If you need to apply for a new business license with the City of Sedona, please contact Revenue Discovery Systems (RDS). Both renewals and new applications can be completed on-line at no additional charge. Please see website below.

RDS Support Line: (866) 940-7660 Monday through Friday, 7:30am - 4:30pm MST

Email: azsupport@revds.com **Website:** www.revds.com

RECEIVED AND ACCEPTED:

Contractor

By:

Name: _____

Date: _____

Enclosures (2) copies

CITY OF SEDONA, ARIZONA

Sincerely,

Charles Mosley, P.E.,
Director of Public Works/City Engineer

cc: Tim Ernster, City Manager

**CONTRACT FOR MAINTENANCE SERVICES
FOR THE CITY OF SEDONA**

This contract is made and entered into on this ____ day of _____, 20____, by and between the City of Sedona ("CITY") and _____("SERVICE PROVIDER").

1. *Maintenance Services.* The SERVICE PROVIDER agrees to perform certain services and maintenance for CITY, at the rates as set forth in Exhibit "A" (attached), **on an "as needed" or "on call" basis. This is not an exclusive contract, and the CITY may hire other providers.** The need for service may depend on weather conditions, system repairs, capital improvement schedules, or budget constraints. CITY agrees to pay the SERVICE PROVIDER as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A." If deemed necessary by CITY, the SERVICE PROVIDER and CITY will confer to further define specific tasks in the scope of work and expertise of the SERVICE PROVIDER, and estimate the amount of time to be spent on those tasks.
2. *Confidential Information.* All correspondence, reports and other documentation of SERVICE PROVIDER'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of SERVICE PROVIDER'S task.
3. *Billing and Payment.* Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed.
4. *Conflicts.* In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
5. *Certification.* SERVICE PROVIDER hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. **SERVICE PROVIDER shall execute the required affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 [Exhibit B]**
6. *Compliance With Local Rules and Regulations.* It is contemplated that the work and services to be performed by SERVICE PROVIDER hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. In that CONSULTANT is doing business within the Sedona City limits, CONSULTANT will be required to obtain an annual Sedona Business License for every year that the CONSULTANT does business with Sedona or within the City limits.
7. *Indemnification.* With respect to its professional services hereunder, SERVICE PROVIDER agrees to indemnify and hold harmless CITY, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney's fees, in an amount not to exceed the total compensation under this contract, on account of any injury,

loss or damage that arise out of, or are in any manner connected with, the work negligently performed under this contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any omission or professional error of the SERVICE PROVIDER, or any officer, employee or agent of the SERVICE PROVIDER. For other than its professional services hereunder, SERVICE PROVIDER agrees to indemnify and hold harmless CITY, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney's fees, in an amount not to exceed the total compensation under this contract, on account of any injury, loss or damage that arise out of, or are in any manner connected with, the work negligently performed under this contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any other fault or negligence of the SERVICE PROVIDER, or any officer, employee or agent of the SERVICE PROVIDER.

8. *Insurance.* The SERVICE PROVIDER agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverage, **as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. In some instances, the CITY may request to be named an additional insured on the SERVICE PROVIDER's policies.**
 - a. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 - b. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 - c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the SERVICE PROVIDER'S owned, hired or non-owned automobiles assigned to or used in performance of the services.
 - d. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
9. *Non-Assignability.* Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
10. *Termination.* This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing SERVICE PROVIDER with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay SERVICE PROVIDER for all work previously authorized and performed prior to the date of termination. If, however, SERVICE PROVIDER has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. CITY shall owe no other payments, including any payment for lost profit or business opportunity, and no penalty, to SERVICE PROVIDER in the event of termination upon notice.
11. *Venue.* The laws of the State of Arizona shall govern this contract, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.

12. *Independent Contractor.* SERVICE PROVIDER is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by SERVICE PROVIDER to perform work under the terms of this contract shall be, and remain at all times, employees or agents of SERVICE PROVIDER for all purposes. SERVICE PROVIDER shall make no representation that it is the employee of CITY for any purpose.
13. *Performance Standards.* SERVICE PROVIDER shall perform the services in Exhibit A in a good and workmanlike manner and in conformity with the best standards of its industry. The CITY in its sole discretion may cancel this agreement if the SERVICE PROVIDER fails to meet the specifications for the materials and timely complete assigned tasks.
14. *Entire Agreement.* This contract, together with the attached Exhibit "A," is the entire agreement between SERVICE PROVIDER and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
15. *Non-Discrimination.* SERVICE PROVIDER, its agents, employees, contractors and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion or disability in any employment policy or practice.
16. ***Compliance With State and Federal Laws:***

SERVICE PROVIDER understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: SERVICE PROVIDER must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- a. Under the provisions of A.R.S. § 41-4401, SERVICE PROVIDER hereby warrants to CITY that SERVICE PROVIDER 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 "Contractor Immigration Warranty").
- b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject SERVICE PROVIDER to penalties up to and including termination of this contract at the sole discretion of CITY.
- c. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. SERVICE PROVIDER agrees to assist CITY in regard to any such inspections.
- d. CITY may, at its sole discretion, conduct random verification of the employment records of SERVICE PROVIDER and any subcontractors to ensure compliance with Contractor's Immigration Warranty. SERVICE PROVIDER agrees to assist CITY in regard to any random verifications performed.

- e. Neither SERVICE PROVIDER nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if SERVICE PROVIDER or any 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, Subsection A.
 - f. The provisions of this article must be included in any contract that SERVICE PROVIDER enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
17. *Dispute Resolution.* The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The parties shall share the mediator's fee equally. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
18. *Delays.* SERVICE PROVIDER shall not be responsible for delays that are due to causes beyond SERVICE PROVIDER'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
19. *Attorneys' Fees and Costs.* Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
20. *Conflict of Interest.* From the date of this contract through the termination of its service to Sedona, SERVICE PROVIDER shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
21. *Notice.* Any notice or communication between SERVICE PROVIDER and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

SERVICE PROVIDER: _____

22. *Notice to Proceed.* Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

SERVICE PROVIDER

By: _____
Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of
SERVICE PROVIDER

EXHIBIT/S

Exhibit A

- X **Scope of Work and Associated Costs**

Exhibit B

- X **Exceptions and Requests**

Exhibit C

- X **Affidavit of Lawful Presence**