



CONTRACT DOCUMENTS

FOR

CITY OF SEDONA

PUBLIC WORKS DEPARTMENT

STREET SWEEPING BID

2014

ADVERTISEMENT FOR BIDS
City of Sedona
Public Works Department - Maintenance Division

STREET SWEEPING BID

Sealed bids for the city of Sedona Street Sweeping Bid will be received in the Public Works Department, located at 104 Roadrunner Drive, Sedona, Arizona, until **January 8, 2014, 2:00 p.m. local time.**

DESCRIPTION: The City of Sedona is accepting bids from licensed, bonded, and insured firms to sweep SR 89A, SR 179 and streets within the City limits of Sedona. Other facilities which will be swept include parking lots at City Hall, Posse Ground Park, the Uptown municipal parking lot and Sunset Park.

The Request for Bids and Bid package are available on the City of Sedona website at www.sedonaaz.gov under Your Government, General Information, Bids & RFPs. Addendums will be posted on the website. 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.

Each bidder's proposal shall be made on forms furnished in the Contract Documents, and must be accompanied by a \$500.00 bid guarantee. The guarantee shall be in the form of a bid bond or certified or cashier's check payable to the City of Sedona. In the event the successful Bidder within ten (10) calendar days after the award of the Contract fails to enter into a Contract or fails to post payment and performance bonds satisfactory to the City insuring the faithful fulfillment of the Contract as required by law, the security deposit on this Bid shall be forfeited to the City.

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

HAND DELIVERED: City of Sedona
Attn: Dan Neimy, City Maintenance Superintendent
Public Works Department
104 Roadrunner Drive
Sedona, AZ 86336

U.S. MAIL: City of Sedona
Attn: Dan Neimy, City Maintenance Superintendent
Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

AND MARKED: STREET SWEEPING BID

AND RECEIVED: **At the Public Works Department until 2:00 PM, local time January 8, 2014** (as determined by reference to www.time.gov ref Arizona area). Bids will be publicly opened and read aloud in the Public Works Department Conference Room. Bidders are invited, but not required to be present at the bid opening

The successful Bidder will be determined on the basis of the lowest responsive and responsible Proposal. The City of Sedona reserves the right to reject any or all Proposals, to waive or not to waive any informalities, or irregularities in the Proposals received, and to accept a Proposal which in its judgment best serves the interests of the City.

All questions should be directed in writing to Dan Neimy, City Maintenance Superintendent, 102 Roadrunner Drive, Sedona, Arizona 86336, or DNeimy@SedonaAZ.gov, or FAX 928-282-5348.

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

FIRST ADVERTISEMENT: Friday, December 13, 2013
SECOND ADVERTISEMENT: Wednesday, December 18, 2013

Instructions to Bidders

1. Each Bid shall be submitted on the form provided, to the location provided in these specifications, at or prior to the date and time stated. 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 therefor. The City reserves the right to consider the value to it of warranties exceeding the minimum requirements in determining the lowest, responsible, responsive Bidder. The City of Sedona reserves the right to make no awards or multiple awards at its sole discretion.
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. This contract is not exclusive and the City of Sedona reserves the right to enter into contracts with as many bidders as it may choose. In addition, 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. 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 \$500.00. 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.
8. In evaluating Bids, City will consider the qualifications of Bidders; whether or not the Bids comply with the prescribed requirements; the alternatives, if any, 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. 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.

11. The City of Sedona, Arizona reserves the right to reject any or all bids, parts of bids, to re-advertise, to re-solicit bids, to waive or not to waive any informalities, or irregularities in the bids received, and to accept a bid which in its judgment best serves the interests of the City. Selection of the contractor will be made pursuant to City Code Section 3-4-4 and based on the responsiveness to the proposal. The term bid for these purposes of these rights shall include proposals.

12. Submittal

- A. The bid must include the following information:
1. Qualifications, training and quantity of staff available to provide service.
 2. Provide the experience and background of the three employees most likely to respond to service calls.
 3. Local references.
 4. Completed Unit Price List (see attached)
 5. Written acknowledgement of items 1 and 2 in Section III (Character Of Workers, Methods, And Equipment)
 6. Specifications, pictures and age of sweeping equipment to be used.

13. Pre-Bid Information

- A. If you would like more information, please contact Dan Neimy, City Maintenance Superintendent, at (928) 204-7109 or DNeimy@SedonaAZ.gov.
- B. The proposal must be received in a **sealed envelope marked "Street Sweeping Bid"** and addressed to **Dan Neimy**, City of Sedona, 102 Roadrunner Drive, Sedona, AZ 86336, **no later than January 8, 2014, at 2:00 p.m.** Proposals will be opened in the Public Works Department.

STATUTORY BID BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, (hereinafter "Principal"),
as Principal, and _____, a corporation organized and existing
under the laws of the State of _____, with its principal offices in the City of
_____, (hereinafter "Surety"), as Surety, are held and firmly bound unto the City of Sedona,
the State of Arizona, (hereinafter "Obligee"), in the amount of _____
_____(Dollars) (\$_____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

STREET SWEEPING BID

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a
contract with the Obligee in accordance with the terms of the proposal and gives the bonds and
certificates of insurance as specified in the Contract Documents with good and sufficient surety for the
faithful performance of the contract and for the prompt payment of labor and materials furnished in the
prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give
the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed
the penalty of the bond between the amount specified in the proposal and such larger amount for which
the Obligee may in good faith contract with another party to perform the work covered by the proposal
then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond
is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on
this bond shall be determined in accordance with the provisions of the section to the extent as if it were
copied at length herein.

Witness our hands this _____ day of _____, 2013.

PRINCIPAL Seal

By: _____

Title: _____

AGENCY OF RECORD

SURETY Seal

AGENCY ADDRESS

(Attach Power of Attorney form)

STATUTORY BID BOND
(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid)

Accompanying this proposal is a Cashiers check payable to the order of the City of Sedona hereinafter referred to as "City," for **Street Sweeping Bid** in the amount of Five Hundred Dollars (\$500.00. The proceeds of this check shall become the property of said City provided this proposal shall be accepted by said City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

(NOTE: If the Bidder desires to use a bond instead of a check, the Bid Bond Form on the previous page shall be executed

.)

Unit Price List (Exhibit A)

(Must be attached to bid)

Item No.	Description	Unit	Quantity Per Sweep	Annual Quantity	Unit Price (Per LM)	Annual Total (Number)	Annual Total (Written)
10	Street Sweeping (PM 10) Up to 500	LM (Lane Mile)	42 LM	504 LM			
Total		LM (Lane Mile)	42 LM	504 LM			
Item No.	Description	Unit	Quantity Per Sweep	Annual Quantity	Unit Price (Per Sweep)	Annual Total (Number)	Annual Total (Written)
25	City Hall Parking Lot (PM10)	SQ. FT. (Square Feet)	50,400 SQ. FT.	12 times per year			
25	Sunset Park Parking Lot (PM10)	SQ. FT. (Square Feet)	24,537 SQ. FT.	12 times per year			
25	Posse Ground Park Teen Center Parking Lot (PM10)	SQ. FT. (Square Feet)	16,750 SQ. FT.	12 times per year			
25	Posse Ground Park Soccer Field Parking Lot (PM10)	SQ. FT. (Square Feet)	28,000 SQ. FT.	12 times per year			
25	Posse Ground Park Baseball Field Parking Lot (PM10)	SQ. FT. (Square Feet)	30,000 SQ. FT.	12 times per year			
25	Uptown Municipal Parking Lot (PM10)	SQ. FT. (Square Feet)	24,000 SQ. FT.	12 times per year			
25	Police Department Parking Garage (Need not be PM10)	SQ. FT. (Square Feet)	1,890 SQ. FT.	12 times per year			
Total		SQ. FT. (Square Feet)	175,577 SQ. FT.	12 times per year			

Unit prices shall be used when extension of unit prices and total amount conflict.
 Written unit prices shall be used when written and numerical unit prices conflict.
 Bid prices submitted include all local, state and federal taxes.

Contractor: _____
 By _____
 Name: _____
 Date: _____

**SPECIAL CONDITIONS
STREET SWEEPING BID
CITY OF SEDONA
MAINTENANCE DIVISION**

I. GENERAL CONDITIONS

Work shall be in accordance with the Maricopa Association of Governments' "Uniform Standard Specifications for Public Works Construction"; Maricopa Association of Governments' "Uniform Standard Details for Public Works Construction" current as of January 2013, except to the extent that these specifications specify other procedures, processes, forms, materials, details, or other direction regarding the work, and as required to comply with local ordinances and regulations.

A. CONTRACTOR'S UNDERSTANDING

It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the City and the people it serves. For this reason, the Contractor must recognize that he and his employees shall act in a courteous and professional manner at all times. The City does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the Contractor perform the tasks identified under the bid items. Compensation for work under this Contract is limited to the quantities shown for the various bid items, unless modified by a change order or necessitated by emergency work.

B. ANNUAL UNIT COST ADJUSTMENT

Unit prices as shown on the Bid Proposal shall be valid through the first Contract term. For each subsequent year of the Contract, if awarded, the unit prices shall be adjusted based on the annual change in the twenty (20) City average Construction Cost Index (CCI) as published in the Engineering News-Record (ENR). The CCI value appearing in the ENR having a date of issue of the fourth Monday in May of the current calendar year will be used to adjust unit prices. The adjustment shall be ninety percent of the CCI.

C. CONTRACT TERM

The term of the Contract is from the Notice of Award date, to January 31, 2015. The City reserves the right to extend the term of the Contract through January 31, 2017, in one-year increments beginning February 1 of each year starting February 1, 2015. Each one-year extension shall be subject to the mutual written agreement of both parties. The extension request must be made sixty (60) days prior to the contract end date.

D. OPERATIONS AND STORAGE AREAS

1. The Contractor shall require work crews to complete a "Daily Crew Report Form", as approved by the City Maintenance Superintendent, documenting, in reasonable detail, the personnel, materials and equipment by location for work completed.

2. The Contractor shall, as directed by the City Maintenance Superintendent, conduct inventories and investigations of problems and provide reports, cost estimates or recommendations.
3. The Contractor shall, as directed by the City Maintenance Superintendent, attend meetings in the Sedona postal area (i.e. City Council, pre-construction meetings, utility coordination, etc.) relating to the Contract work.
4. Requests for payment shall use a format acceptable to the City and Contractor. The form shall at minimum identify the location and date of the work; if the work is emergency or non-emergency; falls into the road, storm drainage and/or sanitary sewer category, or other; identify the unit price items being currently billed, Item No. 10 Street Sweeping (PM 10) and Item No. 25 Parking Lots (PM 10), and the total quantities billed currently and to date within the current period of the Contract. The current period of the Contract is the time since the initial authorization or extension date of the Contract, whichever is later.
5. Equipment, signs, covers, fences, and posts shall be maintained in a neat, operational, clean condition. Graffiti, excessive dirt, rust and similar signs of deterioration shall be removed or repaired.
6. Loads of dirt, debris, trash, and material subject to being blown from or falling from vehicles moving or being pulled on streets shall be covered.
7. Piles of dirt, debris, trash, and material subject to being eroded or moved by stormwater, rain, or high wind shall be covered or otherwise contained so that it will not become a pollutant.
8. Debris, trash, and other waste shall be properly collected and disposed of. This work shall be considered part of any task generating such, unless otherwise stated by the City Maintenance Superintendent. Precaution shall be taken not to sweep debris into storm drain catch basins. Procedures and methods to accomplish this shall be provided to the City within 20 days of entering into this contract and shall be updated as necessary to accomplish minimizing the entry of debris into storm drain catch basins.

E. PLANS AND SPECIFICATIONS

The nature of this project is such that plans were not prepared, although current work locations have been identified. The City may add work locations within the City limits as they currently exist or may exist in the future. The nature of the work consists in removing debris from roadways and parking lots as directed by the City Maintenance Superintendent. The method of conducting this work is generally described as street sweeping and shall be conducted in accordance with these Contract documents.

F. PROGRESS MEETINGS

The Contractor shall meet with the City Maintenance Superintendent and conduct field reviews of work in progress, proposed work and or general observation of the City's infrastructure.

G. PROGRESS PAYMENTS

The City will make monthly payments for work completed during the preceding month. No retention will be withheld for completed work. Should any defective work or material be discovered or reasonable doubt arise as to the integrity of any part of the completed work, the payment for such defective or questioned work will not be allowed until the defect has been remedied or cause for doubt removed.

H. SCHEDULE OF WORK

If requested by the City Engineer or City Maintenance Superintendent, a schedule for work shall be prepared prior to the start of work and updated as requested. Work shall be completed within a reasonable time of assignment.

I. STREET SWEEPING (PM10)

Street sweeping shall typically occur on City Streets, SR 89A, SR 179 and City parking lots as directed by the City Maintenance Superintendent. The Contractor shall maintain the ability to perform work on such routes. The Contractor shall plan to perform routine sweeping along curb and guttered streets within the Sedona area within three (3) weeks before Easter, two (2) weeks before Labor Day, and other times as the City Maintenance Superintendent may designate. Routine street sweeping will generally occur at night, however, the City may request sweeping during daytime hours. The sweeping frequency schedule is:

- a). Bicycle routes and State Routes are swept one time per month (the outside and center travel lanes on SR 89A and SR 179).
- b). City parking lots are swept one time per month.
- c). All City streets having curbs are swept a minimum of four times per year (all the travel lanes on SR 89A and SR 179 plus all the curbed streets within the city).

The approximate length of a sweep of the bicycle routes and state routes is 37 LM. The approximate length of a sweep of all City streets is 44.2 LM. Performing a sweep of all City streets includes the sweeping of the bicycle routes and this would count as four of the twelve bicycle route sweepings. The approximate total number of lane miles swept during a year is 8×37 (bicycle routes) plus 4×44.2 (full City sweep including bicycle routes) = 472.8 LM.

This sweeping frequency schedule is typical and may be modified by the City.

J. TIME IS OF THE ESSENCE

The Contractor shall, where specified, perform certain work within a specified timeframe in the interest of public health, safety and welfare.

K. VARIATIONS FROM ESTIMATED QUANTITIES

The following shall be exempt from unit price adjustments and no adjustments will be allowed for reasons of variance from estimated quantities:

- 1. Force account work

II. DESCRIPTION OF AND BASIS OF PAYMENT FOR UNIT PRICE WORK ACTIVITY

10. STREET SWEEPING (PM10)

The Contract unit bid shall be full compensation for furnishing all labor, materials, notices and equipment, and performing all operations to sweep roadways of debris and accumulated sediment by use of a street sweeper capable of removing PM10 material and larger. Such price shall include traffic control. No parking notices may be required on streets such as Navoti Drive west of Bristlecone Pines Road where significant on street parking may affect the completeness of sweeping. The quantity to be paid for shall be Lane Mile (LM). One mile of a two-lane roadway equals two lane miles. The cost to obtain water, dispose of sweepings in a legal and proper manner outside of the roadway shall be considered as included in the unit bid price. The street

sweeper shall be capable of supplying water in order to control dust. The street sweeper shall comply with City of Sedona noise regulations pertaining to construction vehicles.

25. PARKING LOT SWEEPING (PM10)

The Contract unit bid shall be full compensation for furnishing all labor, materials, notices and equipment, and performing all operations to sweep parking lots of debris and accumulated sediment by use of a street sweeper capable of removing PM10 material and larger. Such price shall include traffic control. The quantity to be paid for shall be Unit Price (Per Sweep) for each parking lot. The cost to obtain water, dispose of sweepings in a legal and proper manner outside of the parking lot shall be considered as included in the unit bid price. The street sweeper shall be capable of supplying water in order to control dust. The street sweeper shall comply with City of Sedona noise regulations pertaining to construction vehicles.

III. CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

- A. The Contractor shall at all times employ sufficient skilled labor in accordance with Federal, State and local labor laws; and the proper equipment for completing the project in the manner and time required by the Contract. All equipment, which is proposed to be used on the project, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be used such that it will not damage property adjacent to the work area.
1. Any person employed by the Contractor or any Subcontractor who, in the opinion of the City Maintenance Superintendent, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Maintenance Superintendent, be removed from the work by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the City Maintenance Superintendent. Should the Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City Maintenance Superintendent may suspend the work by written notice until such orders by the City Maintenance Superintendent are followed by the Contractor. The Contractor or Subcontractor shall hold the City harmless from damages or claims for compensation that may occur in the enforcement of this section.
 2. The City may require submittal of Certified Payrolls at any time from the Contractor showing the employee names, addresses, Social Security Numbers, rates of pay, payments received, payroll deductions, occupational classification(s), and hours per day worked in such classification(s) for work performed on this project by employee. The contractor shall retain such records for the minimum time required by law or three years after project completion, whichever is longer. The Contractor shall also be responsible to produce upon request from the City such payroll records from its subcontractors.

IV. WARRANTY OF COMPLIANCE WITH STATE AND FEDERAL LAW

Contractor 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. Contractor 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, Contractor hereby warrants to 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 "Contractor Immigration Warranty").
- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject Contractor 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 who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor 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 Contractor and any Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist City in regard to any random verifications performed.
- E. Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor 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 Contractor 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.
- G. Affidavit of Lawful Presence. Pursuant to ARS 1-502, the City must require any person receiving a public benefit in the form of a contract for services sign an Affidavit of Lawful Presence and provide appropriate documentation to verify their lawful presence in the United States. This affidavit must be signed and kept on file with the City by the Contractor, and any subsequent supplier or Subcontractor to this Contract.
- H. Affidavit of Lawful Presence Form
(See next page showing Affidavit Form)



**CITY OF SEDONA, ARIZONA
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES (Exhibit B)**

ARS §1-502 requires that any person who applies to the City for a local public benefit (defined as a grant, contract, loan, professional license, or commercial license) must demonstrate through the presentation of one of the following documents that he/she is lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. **An Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license:

--	--	--	--
- 2. **An Arizona non-operating identification License.**
Print first 4 numbers/letters:

--	--	--	--
- 3. **A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- 4. **A United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- 5. **A United States passport.**
Print first 4 numbers/letters from Passport:

--	--	--	--
- 6. **A foreign passport with a United States Visa.**
Print first 4 numbers/letters from Passport:

--	--	--	--

Print first 4 numbers/letters from Visa:

--	--	--	--
- 7. **An I-94 form with a photograph.**
Print first 4 numbers from I-94:

--	--	--	--
- 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters from EAD:

--	--	--	--
- 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____
- 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.:

--	--	--	--
- 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____
- 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of State Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company

Print Name

Business Address

Date: _____

City, State, Zip Code

**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 **Affidavit of Lawful Presence**

Exhibit A - Sedona Street Sweeping List

This exhibit lists the City streets, State Routes, bike lanes and City parking lots that will be swept. Some areas will be swept on a more frequent basis depending on the need. This list is not all-inclusive and does not limit the assignment of work. The approximate length of a sweep of the bicycle routes is 37 LM. The approximate length of a sweep of all City streets is 44.2 LM. Performing a sweep of all City streets includes the sweeping of the bicycle routes and this would count as four of the twelve bicycle route and state route sweepings. The approximate total number of lane miles swept during a year is 8×37 (bicycle routes) plus 4×44.2 (full City sweep including bicycle routes) = 472.8 LM.

The parking lots that will be swept are:

- City Hall (50,400 square feet)
- Sunset Park (24,537 square feet)
- Posse Ground Park:
 - Teen Center (16,750 square feet)
 - Soccer Field (28,000 square feet)
 - Baseball Field (30,000 square feet)
- Uptown Municipal Parking Lot (24,000 square feet)
- Police Department Parking Garage (1,890 square feet)
Sweeper need not be PM 10 compliant for garage only.

Acceptance of this Contract constitutes acceptance of these LM assignments for each parking lot as compensation for performance of parking lot sweeping.

SWEEPING LIST

Sweeping shall be along curb and gutter on sides of roads, along sides of medians, and around edges and middle islands of roundabouts. The City Maintenance Superintendent may direct that work involving some or all items on the sweeping list be performed.

SR 89A: Art Barn Road to past Upper Red Rock Loop Road to end of curb and gutter

- Center Lane: Apple Avenue to Juniper Drive
- Median: Juniper Drive to Upper Red Rock Loop Road
- Roundabouts at SR 179 and Brewer Road (edges and middle island)

Upper Red Rock Loop Road: SR 89A to end of curb and gutter

- Median
- Center Lane

Arroyo Pinon Drive: SR 89A to end of curb and gutter

Whippet Way: From Page Parkway to Shelby Drive

Shelby Drive: SR 89A to end of curb and gutter (just south of Stanley Steamer Drive)

South Monte Verde Drive: Shelby Drive to Sunset Drive

Sunset Drive: SR 89A to end of curb and gutter (South Monte Verde) and Sunset Park Parking Lot

Northview Road: SR 89A to end of curb

SR 179: SR 89A to City Limits south of the Back O'Beyond roundabout

- Medians
- Bike Lanes

Jordan Road: SR 89A to end of curb

- Intersection island

Schnebly Road: From Jordan Road East To Cedar Street and Uptown Municipal Parking Lot

Peach Lane: From Schnebly Road to Sunset Lane

East Park Ridge Drive: From Jordan Road to end of cul-de-sac

Munds Mountain Circle: From East Park Ridge Drive to end of cul-de-sac

Munds Mountain Trail: From Munds Mountain Circle to end of cul-de-sac

Steamboat Trail: From East Park Ridge Drive to end of cul-de-sac

Thompson Trail: From East Park Ridge Drive to end of cul-de-sac

West Park Ridge Drive: From Jordan Road to end of cul-de-sac

Orchard Lane: From Jordan Road to Tonto Road

Elberta Drive: From Orchard Lane, loops back into Orchard Lane

Mesquite Ave: From Jordan Road to about 80' West of Smith Road

Smith Road: From Forest Road to about 150" North of Mesquite Avenue

Wilson Road: From Forest Road to about 150" North of Mesquite Avenue

Van Deren Road: From Forest Road to about 150" North of Mesquite Avenue

Forest Road: SR 89A to end of curb

Soldier Pass Road: SR 89A to end of curb

Posse Ground Road: San Patricio Drive to Carruth Drive and three parking lots in Posse Grounds Park

Carruth Drive: Posse Ground Road to Soldiers Pass Road

Mountain Shadows Road: SR 89A to end of curb

Coffee Pot Drive: SR 89A to end of curb

Rodeo Road: SR 89A to end of vertical curb (3rd driveway)

Roadrunner Drive: SR 89A to Cardinal Lane and City of Sedona parking lot

Cardinal Lane: Roadrunner Drive to Sinagua Drive

White Bear Road: Library parking entrance to Roadrunner Drive

Dry Creek Road: SR 89A to end of curb and gutter (just north of Thunder Mountain Road)

Thunder Mountain Road: Dry Creek Road to Hozoni Drive

- Rhapsody Road: Blue Horizon Road to end of curb
- Windsong Drive: Blue Horizon Road to end of curb
- Sunshine Lane: Sanborn Drive to end of curb

Hozoni Drive: Thunder Mountain Road to Southwest Drive

- Borden Drive: Nescafe Drive to end of curb

West Gunsmoke Road: From Thunder Mountain Road, loops back onto Thunder Mountain Road

Kachina Drive: Dry Creek Road to Moki Drive

Navoti Drive: Cultural Park Place to end of curb

Ruby Drive: From Bristlecone Pines Road to end of curb

Cultural Park Place: SR 89A to Navoti Drive