



REQUEST FOR PROPOSALS
FOR
CITY OF SEDONA
WASTEWATER DEPARTMENT

PUMP AND MOTOR SERVICES CONTRACT

2022

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REQUEST FOR PROPOSALS

**City of Sedona
Wastewater Department**

Sealed proposals for the **Pump and Motor Services Contract** will be received by the Wastewater Department, located at 7500 W. SR89A, Sedona, Arizona, until **2:00 P.M. local time, January 6, 2022.**

PROJECT: Pump and Motor Services Contract

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

CONTRACT TERM: The Contract term shall be for one (1) year, with up to two additional 1-year renewals upon mutual agreement of the parties.

Requests for Proposals (and any associated addenda) may be downloaded from the City of Sedona's website at <http://www.sedonaaz.gov/business/doing-business/bids-and-rfps>. Vendors are required to acknowledge all issued addendums with their proposal. Addendums will be issued via web posting no later than 5:00 PM, local time, on December 30, 2021. It is the responsibility of vendors to include acknowledgment of all issued addenda with their proposal. The City retains the right to reject any proposal which does not include acknowledgment of all issued addenda.

Proposals shall be made on forms furnished in the Request for Proposals, and must be accompanied by a security consisting of a certified check, cashier's check, or bid bond in an amount of \$1,000, and made payable to the CITY OF SEDONA, ARIZONA. In the event the successful vendor within ten (10) calendar days after award of the Contract, fails to enter into a Contract the security deposit on this proposal shall be forfeited to the City.

Proposals must be enclosed in a sealed envelope addressed to:

HAND DELIVERED: City of Sedona
Wastewater Department
7500 W. SR89A
Sedona, AZ 86336

U.S. MAIL: City of Sedona
Wastewater Department
102 Roadrunner Drive
Sedona, AZ 86336

AND MARKED: Proposal for Pump and Motor Services Contract

AND RECEIVED: **At the Wastewater Department, office until 2:00 P.M. local time, January 6, 2022.**
(as determined by reference to www.time.gov ref Arizona area)

The City of Sedona, Arizona 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 one or more Proposals which in its judgment best serves the interests of the City.

All questions should be directed in writing to Roxanne Holland, Director of Wastewater, 102 Roadrunner Drive, Sedona, Arizona 86336, or email RHolland@sedonaaz.gov.

FIRST ADVERTISEMENT: **November 26, 2021**
SECOND ADVERTISEMENT: **December 3, 2021**
RED ROCK NEWS

BY: _____

Roxanne Holland, PE
Director of Wastewater

INSTRUCTIONS TO PROPOSERS

1. Each proposal shall be submitted on the Proposal Form provided, to the locations specified in these request, 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 address must be provided.
2. Proposal 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 if a proposal will accepted. The Scope of Work to be accomplished for the proposal is described in the Scope of Work to these instructions.
3. No Proposer may withdraw his proposal for forty-five (45) day after the proposal due date or before the Award and execution of the Contract unless the Award is delayed for a period exceeding forty-five (45) days. The Award of the Contract to one party does not constitute a waiver of this condition.
4. Proposals 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 Proposer as principal and having as surety thereon a surety company licensed to do business in Arizona, in the amount of \$1,000. The City may retain such checks or bid bonds, of the three (3) highest ranked Proposers, for a period of forty-five (45) days after the proposal due date.
5. If a successful proposer fails to deliver to the City of Sedona all items, training and services, as proposed and awarded, within the time frames specified to the satisfaction of the City, the proposer may be deemed non-performing, and the proposal deposit or bond for the non-performing proposer shall be forfeited to the City.
6. Each proposer acknowledges and agrees award of the contract shall require issuance of a Letter of Award by the City to the successful proposer. The City reserves the right to award the Base Proposal only, or the Base Proposal plus the Additive Alternate Proposal, or to reject all proposals, at its sole discretion.
7. In evaluating proposals, the City will consider the qualifications of Proposers; whether or not the proposals comply with the prescribed requirements; and the lump sum and unit prices, if requested in the Proposal Form. The City also reserves the right, but is not obligated, to take in to account added value proposals.
8. The City may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Request for Proposals. The City reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the City’s satisfaction.
9. Modification of a Proposal already received will be considered only if the modification is received prior to the time established for receiving Proposals. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal. The communication should not

reveal the Proposal 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 Proposals are opened.

10. Each proposal shall state its Arizona State Contractor's License number and category in the proposal.

SCOPE OF WORK

The City of Sedona Wastewater Department is in need of Qualified Vendor(s) to perform motor repairs/rewinds, rebuilds, overhauls, pump repairs, inspections, testing, preventative maintenance, repairs on City-owned electrical equipment and to furnish parts and replacements necessary to perform the Services above on an as-required basis as authorized by the City, in its sole discretion.

Locations of City facilities covered under this agreement include:

Number	Name	Address
1	El Camino Pump Station	850 El Camino Road
2	Carroll Canyon Pump Station	2240 Shelby Drive
3	Uptown Pump Station	90 Art Barn Road
4	Bear Wallow Pump Station	102 Bear Wallow Lane
5	Brewer Pump Station	41 Ranger Road
6	Los Abrigados Pump Station	170 Prochnow
7	New Castle Pump Station	44 New Castle Lane
8	179 Pump Station	1156 State Route 179
9	Trails End Pump Station	1021 Trails End Drive
10	Poco Diablo Pump Station	80 Oak Creek Cliffs Drive
11	Mystic Hills Pump Station	100 West Mallard Drive
12	Chapel Pump Station	3000 State Route 179
13	Northview Pump Station	160 Panorama Blvd.
14	Stanley Steamer Pump Station	2475 Stanley Steamer Drive
15	Painted Cliffs Pump Station	55 Painted Cliffs Drive
16	Fox Pump Station	333 Fox Road
17	Back O' Beyond Pump Station	190 Scenic Drive
18	Wastewater Reclamation Plant	7500 W. SR89A
19	City Hall	102 Roadrunner Drive

GENERAL PROVISIONS

- 1) **Minimum Qualifications:** Vendors shall have a minimum of five (5) years of qualified repair experience on the listed types of equipment. Vendors must be licensed and bonded. A list of three (3) references for each proposed Vendor must be included with the Proposal.
- 2) **Personnel and Equipment:**
 - a) Vendors shall have a service facility fully equipped to repair, rewind, overhaul, and fabricate parts as required for the size and type of equipment bid. The City reserves the right to make on-site inspection of such Vendor facilities (with a 24-hour minimum notice) at its discretion. It is anticipated that typically 1-2 visits per year may be requested, however the City may request more for cause. Vendor shall respond promptly to City questions regarding facility and staffing capabilities to perform in accordance with this contract.
 - b) The Vendor's full-service facilities must be equipped with personnel and equipment necessary to perform electromechanical repairs/rewinding to electric motors per the established guidelines in EASA AR100-2020, Recommended Practice for the Repair of Rotating Electrical Apparatus.

- i) Provide a certificate or other proof of membership in good standing in the Electrical Apparatus Service Association (EASA).
- c) Vendor's crew must be capable of communicating with the Vendor's main office without leaving the job site (i.e. 2-way radio, cell phone, etc.).
- d) Vendor must have access to various sizes of cranes capable of lifting motors up to 500 HP and capable of long reach applications.
- e) Vendor must be able to travel and provide these services to the City of Sedona.
- f) Vendor shall have available the following facility/field equipment of sufficient size to perform the service required:
 - i) Cleaning capability: power wash, steam cleaning, sandblasting
 - ii) Welding Equipment:
 - (1) TIG: Tungsten Inert Gas
 - (2) WIG: Wolfram Inert Gas
 - (3) MIG: Metal Inert Gas
 - iii) Metalizing torch
 - iv) Dip tank of sufficient capacity
 - v) VPI System: Vacuum & Pressure Impregnation
 - vi) Hydraulic bearing pullers
 - vii) Dynamic balancing equipment and Vibration Analysis
 - viii) Meg-ohm and Surge comparison testing specific to the motors being tested
 - ix) Lathes, milling machine, drill press of sufficient size
 - x) Stator core loss tester of sufficient capacity
 - xi) Temperature-regulated bake/burn-off oven of sufficient size
 - xii) Class H insulating materials including epoxy or polyester resin of sufficient quantity to treat new windings
 - xiii) Sufficient inventory of inverter-duty treated magnet wire
 - xiv) Hypotential tester of sufficient capacity
 - xv) 460 volt test power supply to no load test run motors up to 500 HP @ 460 VAC

3) **Supervision by the Vendor**

- a) The Vendor shall supervise and direct all site maintenance work. The Vendor shall be solely responsible for the means, methods, techniques, sequences, and procedures of maintenance as well as compliance with all applicable OSHA safety practices, codes, and regulations.
- b) The Vendor shall employ during the full term of the contract a qualified supervisor or superintendent which shall have been designated in writing by the Vendor as their authorized representative at the site. The Supervisor shall have full authority to act on behalf of the Vendor and all communications given to the Supervisor shall be as binding as if given to the Vendor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

4) **Vendor's Performance**

- a) All materials and workmanship provided to the City shall be of the highest industry standard. Materials purchased by the City through this contract shall be new and subject to inspection and approval by a City representative prior to delivery.
- b) Vendor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services.

- c) Vendor shall guarantee all work and repairs under this contract against defects of materials and/or workmanship for a period as stated in this Scope of Work. Chemical agents used shall be warranted for the labeled time period and shall not exceed the shelf time, if applicable.
- d) The Vendor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by an individual designated by the City.
- e) City shall not provide office or storage space for the Vendor's supplies, vehicles or equipment.

5) Motor Overhaul and Repair

- a) All motor repairs and complete overhauls for the City will require new bearings regardless of existing bearing conditions.
- b) The minimum class of insulation shall be class "H" as specified by NEMA.
- c) Stator rewind shall include clean, dip and bake.
- d) Vacuum Pressure Impregnation (VPI) shall be included on motors 15HP and above.
- e) All repaired or completely overhauled motors shall be cleaned and freshly painted in a "like new" exterior appearance.
- f) All repaired or completely overhauled motors shall have a separate metal tag screwed or riveted next to the manufacturer's ID metal plate with the Vendor's name, address, phone number and date of motor repair.
- g) Various divisions will deliver (or the Vendor will pick-up at the City's discretion) intact motors to the repair facility and the Vendor will disassemble them.
- h) Upon completion and before delivery is taken on a motor overhaul or rewind, the motor or stator will be certified as surge comparison tested for winding condition and interrelationship.

6) Pumps

- a) On-site or in-shop, provides repairs to, or replaces pump devices. Vendor shall repair and/or replace the pump or the pump and motor devices in the field or provide shop work as necessary and approved by the City. Should the services require shop work, the Vendor shall be responsible for delivery to the Vendor's shop. Upon initiating work, if Vendor determines equipment requires shop work, the Vendor shall incur pickup/delivery charges.
- b) Vendor shall provide fieldwork services as requested by the City. Vendor shall have a complete service truck inventoried with tools/parts as necessary to perform fieldwork services. The Vendor shall troubleshoot, make repairs, craft, fabricate, weld, and provide qualified labor to meet performance guidelines established by equipment manufacturer.
- c) For all equipment repaired or overhauled, Vendor shall provide, at a minimum, a one (1) year warranty. All equipment replaced by the Vendor shall have, at minimum, a one (1) year warranty. All work shall be free of defects in materials and workmanship.
- d) Sampling of typical systems that may require repair, overhaul, or replacement under the definition of pumps, may include but are not limited to the following types used within the City:
 - (1) Centrifugal
 - (2) Turbine
 - (3) Diaphragm
 - (4) Rotary
 - (5) Submersible sump pumps
 - (6) Multi-stage systems

(7) Chopper pumps

7) Electrical Support Components and Auxiliary Controls

a) The Vendor shall service, test, repair or replace electrical control devices and their components including electrical testing and troubleshooting on low and medium voltage electrical equipment and systems for A/C and D/C electronics, and site construction work. The following equipment is indicative but not all inclusive of the City's current uses:

- (1) 480V Motor Control Center
- (2) Switchgear
- (3) Transfer Switches
- (4) Variable Frequency Drives
- (5) Ground Fault Interrupters
- (6) Circuit Breakers
- (7) Ground and Protective Relays
- (8) Power Transformers 5V-480V
- (9) Wiring and Cabling
- (10) Elevated Lighting 15-80 feet
- (11) Switches
- (12) Warrick Multifunction Switches
- (13) 4-20 mA Transducers
- (14) Solenoids
- (15) Valve Actuators
- (16) Pressure Switches

b) Vendor shall ensure all equipment is operational and within industry and manufacturer's tolerances. For all equipment repaired or overhauled, Vendor shall provide, at a minimum, a one (1) year warranty. All equipment replaced by the Vendor shall have, at a minimum, a one (1) year warranty. All work shall be free of defects in materials and workmanship.

8) Estimates for Repairs

- a) Prior to the Vendor performing any repair work, the Vendor will be required to provide the City a written report including condition of equipment, recommended repairs, and cost of repairs. Where necessary, and with prior written approval, the Vendor will be allowed to remove and disassemble the equipment prior to providing the City written estimates.
- b) Estimates must be provided within twenty-four (24) hours of the Vendor receiving the motor.
- c) Downtime is a critical factor for the City's pumps; therefore, the motor repair, overhaul and/or rewind time is a critical factor. Maximum motor repair time shall not exceed fourteen (14) working days for the City. This includes the time taken to provide an estimate.
- d) In some cases, the City will require expedited service and motor repair time shall not exceed seven (7) working days when requested, including the time taken to provide an estimate.
- e) The City reserves the right to replace the motor, rather than repair it.
- f) The City reserves the right to decide at any time during the repair process to replace the motor with a new one. No additional costs other than for the tear down and the estimate will be charged to the City if the motor is not repaired. All non-repaired motors and parts will be returned to the City (upon request).

9) Pick-up and Delivery

- a) Vendor shall be responsible for pick-up and delivery of all motors when and where requested by the City. The Vendor shall perform all pick-up and delivery within twenty-four (24) hours of notification by the City.
- b) Pick-up and delivery shall be F.O.B. destination freight prepaid to and from various City locations.
- c) Vendor shall offer over-the-counter service for those City locations that do not request pick-up or delivery of the motors.
- d) The Vendor may be requested to pick-up a disassembled motor. Alternatively, disassembled motors may also be delivered to the Vendor.

10) Cleanup

- a) The Vendor shall clean, repaint/recoat, and restore all pipe work and equipment disturbed or damaged as a result of their work to match the existing paint and/or coatings. Any damage caused by the Vendor to site appurtenances, structures, and perimeter fencing shall be restored to pre-construction conditions. Site landscaping, including decomposed granite or aggregate surfacing, shall be restored to pre-construction condition.
- b) After all work under the Contract has been completed, the Vendor shall remove all debris, spoils, unused materials, temporary structures, and construction equipment from the site.

11) Protection of Excavations or Partially Finished Work

- a) The Vendor shall properly identify, isolate, and protect all excavations or partially finished work, and shall be responsible for the same until the entire contract is completed.

12) Dumping and Disposal of Waste

- a) The Vendor shall provide for and facilitate the safe disposal of all contaminated waste products, hazardous materials, construction debris, etc., at an off-site location authorized and designated for such materials. Any disposal/dumping of waste products or unused materials shall conform to applicable federal, state and local regulations. Copies of regulated materials disposal documentation shall be provided to the City.

RESPONSE TIMES

- 1) Emergency response time for City pumps, motors, and other equipment at wells, sewage lift stations, treatment plants, and booster stations shall be within twelve (12) hours after notification.
- 2) Emergency motor repairs must be completed within twenty-four (24) hours of notification to proceed.
- 3) Normal non-emergency response time and warranty response time for City repairs shall be within seventy-two (72) hours after notification.

REPLACEMENT PARTS AND EQUIPMENT

- 1) The City may choose to purchase replacement and new motors from the Vendor. The price to be paid to the Vendor by the City will be billed at the Manufacturer's list price plus a percent markup.
- 2) Vendor shall provide the current MSRP reference material (catalog, website, disk) for each part or equipment item within ten (10) days of notification to proceed with replacement.
- 3) The City reserves the right to purchase motors directly from the manufacturer or from other vendors if it is in the City's best interest.

- 4) The Vendor may be required to provide written pricing for repair parts on specific jobs prior to the City authorizing purchase of the parts.
- 5) The City reserves the right to supply spares from its current inventory.

WARRANTY

- 1) Vendor shall warrant that all equipment and parts furnished as new under this contract are newly manufactured and free from defects in material and workmanship for no less than two (2) years from the date the equipment is delivered.
- 2) Vendor shall warrant that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- 3) Warranty shall include accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Vendor's liability as stated herein.
- 4) Vendor shall warrant that all labor involved in the rewind and repair of electric motors and associated equipment for no less than two (2) years from the date the equipment is delivered. This includes, but is not limited to, general, welding and machine work labor.

PROPOSAL FORM

PROPOSAL TABULATION

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. Proposers are to provide pricing based on the minimum requirements listed under Sections 1-4. As it is possible that not all Proposers will respond to all sections, the Proposers must supply pricing to each Section completely for which bid pricing is provided. For any section Proposers are not providing pricing, please cross-out section box with non-applicable or N/A. If providing pricing on section 1, the Proposers 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. The City reserves the right to award more than one proposal. All Proposers 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 services in each section, at the price(s) stated below:

SECTION 1: Purchases of Replacement Motors and Repair Parts

- A. Percent Markup:** 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 confirmation from the City before ordering.

The Percent Markup for new motor purchases and repair parts provided by the Vendor shall be:

_____ %.

- B. Crane Rental:** Pricing shall include all labor, material, overhead, fuel surcharges and taxes to perform the services as outlined in the Scope of Work.

Service	Price (per hour)
4-5-ton crane with operator	\$
Crane Delivery and Pick-up	\$
Each additional crew person (per man)	\$

SECTION 2: Pumps – Purchase and Repairs

A. Percent Markup: Awarded Vendor must provide a current published MSRP (Manufacturer Suggested Retail Price) for each new pump in writing as part of the quote to the City for review prior to any purchase.

Cost of new pump 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 confirmation from the City before ordering.

The Percent Markup for new pump purchases and repair parts provided by the Vendor shall be:
 _____%.

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

Service	Price (per hour)
Standard Service Regular Business Hours	\$
Shop Repairs	\$
Service Truck with Electrician/Technician	\$

List overtime rate premium:

Saturday: Hourly rate + _____%

Sunday: Hourly rate + _____%

Holiday: Hourly rate + _____%

Emergency: Hourly rate + _____%

SECTION 3: Electrical Support Components and Auxiliary Controls – Purchase and Repairs

A. Percent Markup: Awarded Vendor must provide a current published MSRP (Manufacturer Suggested Retail Price) for each new electrical component in writing as part of the quote to the City for review prior to any purchase.

Cost of new electrical component 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 confirmation from the City before ordering.

The Percent Markup for new electrical component purchases and repair parts provided by the Vendor shall be:

_____ %.

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

Service	Price (per hour)
Standard Service Regular Business Hours	\$
Shop Repairs	\$
Service Truck with Electrician/Technician	\$

List overtime rate premium:

Saturday: Hourly rate + _____ %

Sunday: Hourly rate + _____ %

Holiday: Hourly rate + _____ %

Emergency: Hourly rate + _____ %

Proposal prices submitted shall be considered to have included all local, state and federal taxes. The City shall incur no obligations regarding payment of any amount until the contract has been executed by both the City and the Proposer and the work has been performed, inspected and tested in place, and properly billed in accordance with the contract documents.

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

A \$1,000 bid guarantee must accompany this bid. It may be a bond or cashier's check.

Company Name: _____

AZ ROC#: _____

Complete and attach Proposer's Affidavit to proposal form.

Proposer's Mailing Address

Proposer's Location

Address

Address

City, State, ZIP

City, State, ZIP

PROPOSER'S AFFIDAVIT

The undersigned, as _____ (President, Officer of Corporation, Member of Firm) of the prospective proposer, 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__.

Proposer, 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 Proposer as a result of such reference information being provided. Proposer further waives any right to receive copies if information so provided.

Corporate Seal
(If Corporation)

Proposer

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

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

This contract is made and entered into on this ____ day of _____, 2022, 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 contract term shall be for one (1) year, with two additional 1-year renewals upon mutual agreement of the parties, unless earlier terminated under paragraph 10 below.** 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.* Subject to Arizona's Public Records Law, 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. *Severability.* 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 unless SERVICE PROVIDER is incorporated under the laws of the State of Arizona. **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. ***It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business***

license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.

7. *Indemnification.* To the fullest extent permitted by law, SERVICE PROVIDER shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the SERVICE PROVIDER, its officers, employees, agents or any tier of subcontractor in connection with SERVICE PROVIDER's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
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 upon CITY providing SERVICE PROVIDER with seven (7) days advance written notice. 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 in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status.(Ordinance 2015-10 (2015)).

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

SERVICE PROVIDER

By: _____
Title: _____

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

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT/S

Exhibit A

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

Exhibit B

- X **Affidavit of Lawful Presence**