



**REQUEST FOR PROPOSALS**  
**CITY OF SEDONA**  
**PUMPER TRUCK SERVICES CONTRACT**  
**WW23-001**  
**SEPTEMBER 2022**

Contents

**REQUEST FOR PROPOSALS**..... 3

**INSTRUCTIONS TO PROPOSERS**..... 4

**SCOPE OF WORK**..... 6

**PRICING SHEET:**..... 7

**BID BOND**..... 9

**PROPOSER’S AFFIDAVIT** ..... 10

**CONTRACT FOR MAINTENANCE SERVICES**..... 11

**EXHIBIT/S**..... 17

# REQUEST FOR PROPOSALS

## City of Sedona Wastewater Department

Sealed proposals for the **Pumper Truck Services Contract** will be received by the Wastewater Department, located at 7500 W. SR89A, Sedona, Arizona, until **3:00 P.M. local time, September 26, 2022.**

**PROJECT: Pumper Truck Services Contract**

**DESCRIPTION:** The City of Sedona seeks the services of a company licensed in Arizona to provide pumping of sanitary sewer including liquid, sludge and solids during work hours and emergency after hours as needed. Pumping locations will vary and include, but are not limited to, residential and/or commercial clean-outs, septic tanks, manholes, sewer laterals, sewer mains, lift station wet wells, and standing water/debris in catch basins, washes and/or public rights of way. Services will also include the regular pumping of vault toilet holding tanks.

**CONTRACT TERM:** The Contract term shall expire June 30, 2024.

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 3:00 PM, local time, on September 16, 2022. 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 deposit 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

**US MAIL:** City of Sedona Wastewater Department  
102 Roadrunner Drive  
Sedona, AZ 86336

**AND MARKED:** Proposal for Pumper Truck Services Contract

**AND RECEIVED:** **At the Wastewater Department office until 3:00 P.M. local time, September 26, 2022** (as determined by reference to [www.time.gov](http://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](mailto:RHolland@sedonaaz.gov).

FIRST ADVERTISEMENT                    **August 26, 2002**  
SEDONA ADVERTISEMENT                **September 2, 2002**  
**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 this 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 given 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 be 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 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

communications 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 include a cover letter with information about the proposing company including but not limited to: number of years in business, number of employees, ability to meet the requirements included in the scope of work, and any other information relevant to the qualifications to meet the terms of the contract.
  
11. The following items shall be submitted with the proposal: cover letter, pricing sheet (signed), list of exceptions to the City's standard Maintenance Services Contract (if any), proposer's affidavit, bid guarantee.

## **SCOPE OF WORK**

The City of Sedona seeks the services of a company licensed in Arizona to provide pumping of sanitary sewer including liquid, sludge and solids during work hours and emergency after hours as needed. Pumping locations will vary and include, but are not limited to, residential and/or commercial clean-outs, septic tanks, manholes, sewer laterals, sewer mains, lift station wet wells, and standing water in catch basins, washes and/or public rights of way. Services will also include the regular pumping of three (3) vault toilet holding tanks, to occur an estimated two and four times per year

## **GENERAL PROVISIONS**

1. Minimum Qualifications: Vendors shall have a minimum of five (5) years of qualified septic pumping experience. Vendors must be licensed through the Arizona Department of Environmental Quality (ADEQ) as a Licensed Septage Hauler. A list of three (3) references must be included with the Proposal.
2. Vendors shall furnish all necessary supplies, labor, vehicles and equipment necessary to perform the scope of work. Vendor shall comply with all A.A.C. R18-13 rules governing septage hauling.
3. Vendors crew must be capable of communicating with the Vendors main office without leaving the job site (i.e. 2-way radio, cell phone, etc.)
4. Vendor must be able to travel to and provide these services within the city limit of the City of Sedona and at the City of Sedona Wastewater Reclamation Plant.
5. City shall not provide office or storage space for the Vendor's supplies, vehicles or equipment.
6. The Vendor will be allowed to dump sewage pumped under this contract at City facilities for no charge. The dumping location may be into a manhole, a lift station wet well or at the WWRP. Wastewater staff will direct the Vendor on the location of dumping for each individual job.
7. Emergency response time for pumping services shall be no more than 1 hour after notification.
8. For standard pumping service, after hours night work the City will notify the Vendor a minimum of 72 hours (3 days) prior to the time the work shall occur.
9. Work pre-scheduled for Saturday or Sunday will not be considered emergency work and will be paid at the overtime rate listed.

**PRICING SHEET:**

<b>Pumping Service</b>	
<b>Service</b>	<b>Price (per hour)</b>
Standard Pumping Service Regular Business Hours	\$
Standard Pumping Service After Hours – Night Work (Pre-Scheduled)	\$
Overtime Rate: Saturday or Sunday pre-scheduled pumping	\$
Emergency response rate	\$

<b>Pumping &amp; Onsite Disposal for Vault Toilets</b>					
<b>Location</b>	<b>Address</b>	<b>Type/Capacity</b>		<b>Estimated Collection Frequency</b>	<b>Price (per collection)</b>
Wastewater	Sedona Wetlands 7500 W. SR89A	Vault Toilet 2000-gal capacity	1000-gal water to be added at time of each pumping	2x/year	
Wastewater	Sedona PD Shooting Range 7500 W. SR89A	Vault Toilet 2000-gal capacity	Flushable toilets and sinks contribute to the waste in this vault	4x/year	
Posse Grounds	Posse Ground trailhead parking	Vault Toilet 2000-gal capacity	1000-gal water to be added at time of each pumping	2x/year	

List a minimum of three (3) references including name, company, phone, email address:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The prices quoted shall be valid from the date of a signed contract to the termination date of June 30, 2024. An annual cost adjustment not exceeding 2% annually, will be allowed and must be requested in writing a minimum of 30-days prior to the yearly anniversary of the executed contract.

The successful Proposer shall enter into the City's standard Contract for Maintenance Services. The proposal must state any exception requested to the contract. The City, in its sole discretion, reserves the right to reject any changes to the contract. If any conditions of the submitted proposal will nullify or change the force of the City contract, those conditions will be considered as requested exceptions to the contract.

Proposal prices submitted shall be considered to have included all local, state and federal taxes.



**BID BOND**

A \$1,000 bid guarantee must accompany this bid, as stated in the instruction to proposers.

Company Name: \_\_\_\_\_ ADEQ# \_\_\_\_\_

Complete and attach Proposer's Affidavit to proposal form.

Proposer's Mailing Address

Proposer's Location

\_\_\_\_\_

\_\_\_\_\_

Address

Address

\_\_\_\_\_

\_\_\_\_\_

City, State, ZIP

City, State, ZIP

List any exceptions to the Maintenance Services Contract below:

**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 Proposer  
(If Corporation)

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, an Arizona municipal corporation ("CITY") and \_\_\_\_\_, a(n) \_\_\_\_\_ ("SERVICE PROVIDER").

1. The SERVICE PROVIDER promises and agrees to and with the CITY that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with the **Pumper Truck Services** Project ("Project") all in strict accordance with MAG Specifications, if applicable, and in strict compliance with the SERVICE PROVIDER'S Proposal set forth in Exhibit "A" (attached), for a contract price not to exceed \$\_\_\_\_\_. SERVICE PROVIDER shall diligently and continuously prosecute and complete all work under this Contract within the time frame specified by the Proposal.
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 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. If a natural person, the SERVICE PROVIDER shall execute the required affidavit of lawful presence as set forth in A.R.S. 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 a business to operate without first procuring a business license and/or privilege tax license if it is (1) physically located within the city limits unless exempt under Sedona City Code (SCC) §5.05.025, or (2) has an obligation to pay transaction privilege taxes under STC §8-300. The SERVICE PROVIDER must comply

with all regulations specified in the Sedona City Code including the Sedona Land Development Code (LDC) and the Arizona Revised Statutes. Said compliance includes but is not limited to compliance with all zoning ordinances and specified building uses.

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. This indemnification survives the expiration or termination of this agreement. 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 listed minimum insurance coverages. Coverages shall be procured with forms and insurers that are acceptable to the City and shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the SERVICE PROVIDER pursuant this Contract. For claims made policies, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. Waivers of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. The Automobile liability and Commercial General Liability policies shall name the City and its agents, officers and employees as additional insured.
  - 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.

A Certificate of Insurance shall be completed by the SERVICE PROVIDER'S insurance agent(s) as evidence that the policies providing the required coverages, conditions and minimum limits are in full force and effect and are subject to review and approval by the City. The Certificate shall identify this Contract and provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to City. The completed Certificate of Insurance shall be sent to:

City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
ATTN: Wastewater Department

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. *Term/Termination.*
  - a. *Term.* This Agreement shall terminate on June 30, 2024, or at such time as the work required to complete the Project is completed, whichever occurs first.
  - b. *Termination for Convenience.* This contract shall terminate upon CITY providing SERVICE PROVIDER 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.*
  - c. *Termination for Cause.* CITY may terminate this Agreement for cause if SERVICE PROVIDER fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
  - d. *Termination for Non-Appropriation of Funds.* Every payment obligation of the CITY under this contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
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 Yavapai, State of Arizona. The parties hereby waive any right to a jury trial which they may otherwise

have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.

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. *No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in the Peoples Republic of China.* As applicable, SERVICE PROVIDER certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
17. *Compliance With State and Federal Laws:*
  - a. 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."

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.
18. *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 any dispute cannot be resolved through direct discussions, the parties may agree to voluntary mediation. If the dispute has not been resolved, the matter may then be submitted to the judicial system. If any party to this Contract materially breaches the terms of the Contract, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. §12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
19. *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.
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 A.R.S. § 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: Wastewater Department  
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

SERVICE PROVIDER

\_\_\_\_\_  
Director of Wastewater

By: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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**