

**REQUEST FOR PROPOSALS**  
**FOR**  
**CITY OF SEDONA**  
**WASTEWATER DEPARTMENT**

**WWRP Livestock Grazing Services**  
**2023**

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**REQUEST FOR PROPOSALS**  
**City of Sedona Wastewater Department**

Sealed proposals for the **WWRP Livestock Grazing Services** will be received by the Wastewater Department, located at 7500 W. SR 89A, Sedona, Arizona, until **2:00 P.M. local time, June 1, 2023.**

**PROJECT: WWRP Livestock Grazing Services**

**DESCRIPTION:** The City of Sedona, Arizona is seeking proposals for the WWRP Livestock Grazing Services on approximately 223 acres of land that is irrigated with reclaimed water. The property is located adjacent to State Route 89A, near milepost marker 365, southeast of the Sedona Wastewater Reclamation Plant. The successful bidder will receive exclusive grazing rights to the land.

**CONTRACT TERM:** Up to five years

**RFP PROCEDURE:** 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>. Bidders are required to acknowledge all issued addendum with their proposal. Addendum will be issued via web posting no later than 2:00 PM, local time, on May 29, 2023. It is the responsibility of service providers 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 must be enclosed in a sealed envelope addressed to:

**HAND DELIVERED:** City of Sedona Wastewater Department  
7500 W. SR 89A  
Sedona, AZ 86336

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

**AND MARKED:** Proposal for WWRP Livestock Grazing Services

**AND RECEIVED:** At the Wastewater Department, office until 2:00 P.M. local time, June 1, 2023  
(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).

BY: \_\_\_\_\_

Roxanne Holland, P.E.  
Director of Wastewater

## **INSTRUCTIONS TO PROPOSERS**

- 1) Bidders must submit total of (1) one original hard copy of their RFP. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.
- 2) The RFP must be organized in accordance with this section. The RFP may not exceed 6 pages (with the exception of the Appendix containing Key Staff & Team Resumes), font size should be 11 point or larger. RFP's exceeding the specified number of pages may be considered non-responsive, and the RFP may not be considered.
- 3) RFP's should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc. are not necessary. Emphasis should be placed on completeness, clarity, and should be straight forward. Each proposal shall contain the Proposal Form provided, to the locations specified in this request, at or prior to the date and time specified. Mailing and location address must be provided.
- 4) Proposals shall include at least three references similar in project type and size.
- 5) Proposal prices shall be submitted on the Proposal Form provided and shall be considered to have included all local, state, and federal taxes, and no additional allowance will be allowed for such. All sections of the form must be completed. If information does not apply, state "not applicable".
- 6) The provided Proposer's Affidavit form must be notarized and provided in the proposal.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.

## ANTICIPATED SCHEDULE

The table below shows anticipated milestones for award of a contract:

<b>Action</b>	<b>Date</b>	<b>Time</b>
Solicitation Advertisement – Red Rock News	1st- May 10, 2023 2 <sup>nd</sup> -May 17, 2023	N/A
Questions Due	May 24, 2023	2:00 PM
Response to Questions by City	May 29, 2023	2:00 PM
RFP Due	June 1, 2023	2:00 PM
Notice of Award (Estimate)	June 1, 2023	
Contract Start Date (Estimate)	July 1, 2023	
Contract Expiration	June 30, 2026	

## **SCOPE OF WORK**

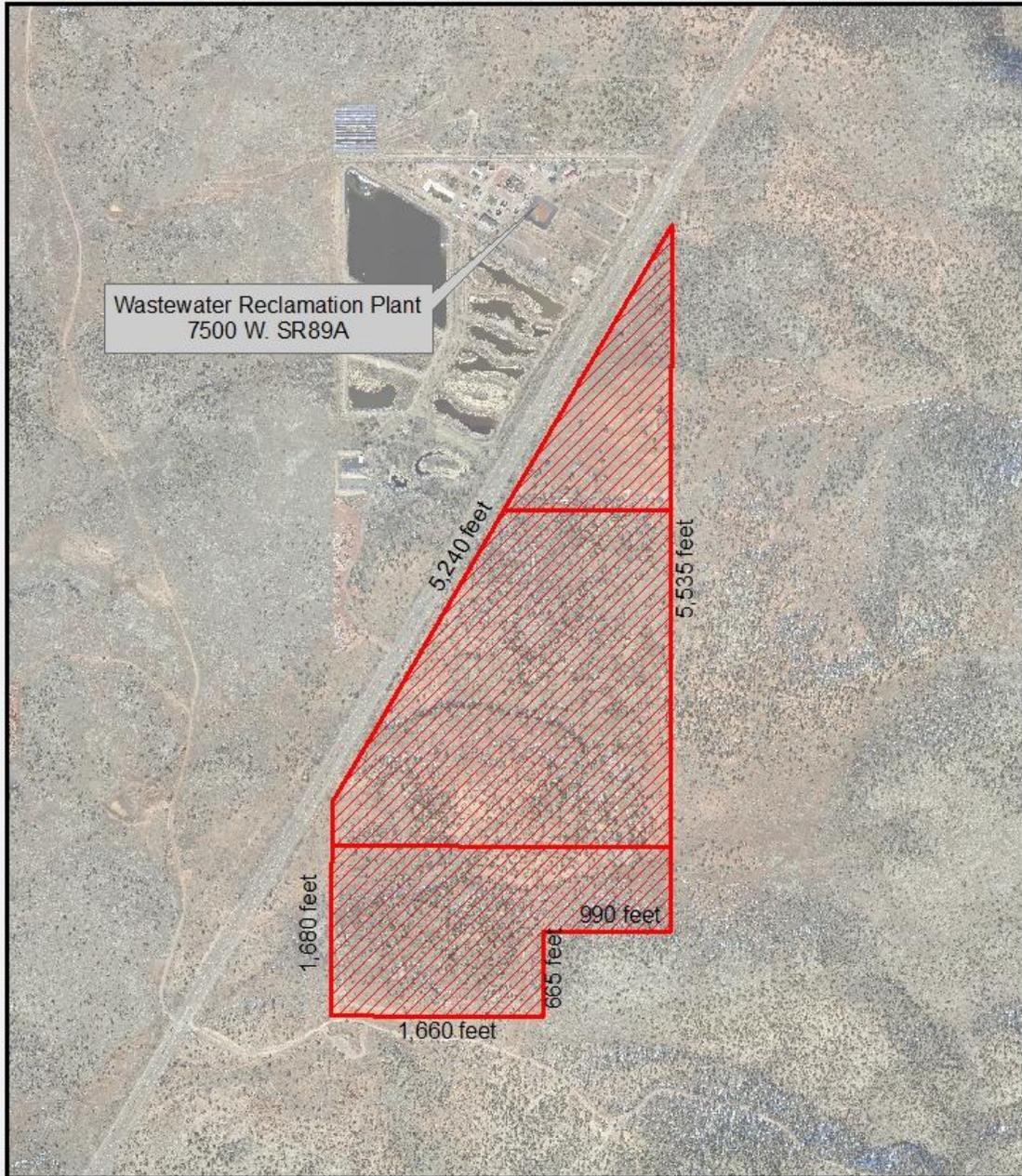
### **WWRP Livestock Grazing Services**

The City of Sedona, Arizona is seeking proposals for the WWRP Livestock Grazing Services on approximately 223 acres of land that is irrigated with reclaimed water. The property is located adjacent to State Route 89A, near milepost marker 365, southeast of the Sedona Wastewater Reclamation Plant. The successful bidder will receive exclusive grazing rights to the land. The location of the grazing area is shown on the Grazing Area Map (see Figure 1).

- 1) The livestock grazing services shall comply with the following conditions:
  - a) Grazier shall make monthly payments to the City for use of the land (12 payments annually).
  - b) Grazier shall be responsible for any tax or other governmental charge related to use of the land and use on the land.
  - c) The amount of livestock to be grazed shall not exceed 50 units on any day. Note: one unit consists of one livestock and its nursing offspring.
  - d) Grazier shall provide water troughs and water for livestock. City of Sedona will not provide reclaimed water.
  - e) Grazier shall provide and install fencing and gates as shown in the Fence Requirements Map (see Figure 2). A description of proposed fencing and gates shall be provided in the proposal, and must meet the following requirements:
    - i) Placement of posts must not be closer than 5 feet of any side of irrigation laterals.
    - ii) Placement of fence shall maintain a 30 foot offset from the main irrigation line.
    - iii) Fence and gate placement must allow City staff access to irrigation lines.
    - iv) Grazier shall be responsible for repair of any damage to fences or gates, supplied by the Grazier or owned by City, which is caused by the livestock.
  - f) Grazier shall be responsible for any escaped livestock. City of Sedona will not be held liable for loss of livestock for any reason.
  - g) Grazier shall be responsible for the removal of dead or diseased livestock from City property.
  - h) The City of Sedona shall not be held liable for the end use of the livestock.
  - i) The City shall not be held responsible for the type of vegetation growth on the property, the frequency of irrigation, or lack thereof.
  - j) The grazing rights may not be sublet, or the pasturage sold or leased without approval by the City.
  - k) Grazier shall hold the City of Sedona harmless for damage to animal, people, or property related to use of the land.
- 2) The proposal, which shall be attached as Exhibit A to the Contract, shall address the following requirements:
  - a) Proposal shall provide 24-hour emergency contact information of two different contact persons.
  - b) Proposal shall identify the months of the year that the livestock will be grazed.
  - c) Proposal shall state the type of livestock to be grazed.
  - d) Bulls will not be allowed.
- 3) Enhancements: Although each proposal must include responses to No. 2 above, the proposer may propose enhancements in its proposal which the proposer wishes the City to consider in evaluating its proposal. The City reserves the right to make its own evaluation of the value of any proposed enhancements and may select none or all of the proposed enhancements. Examples of enhancements include, but are not limited to, items such as cost participation in winter planting/seeding, soil amendments, and adjustment in monthly payments.
- 4) Exceptions taken to any aspect of the requirements in submitting the proposal shall be clearly noted

in a written attachment to the Proposal Form. The attachment shall identify the aspects of the requirements affected by the exception and the proposal in lieu of the requirement(s). The City of Sedona reserves the right to consider any exceptions or the lack of exceptions in determining the highest, responsible, responsive proposal. Attachments identifying exceptions shall be signed by the proposer.

**FIGURE 1  
GRAZING AREA MAP**



**LEGEND**

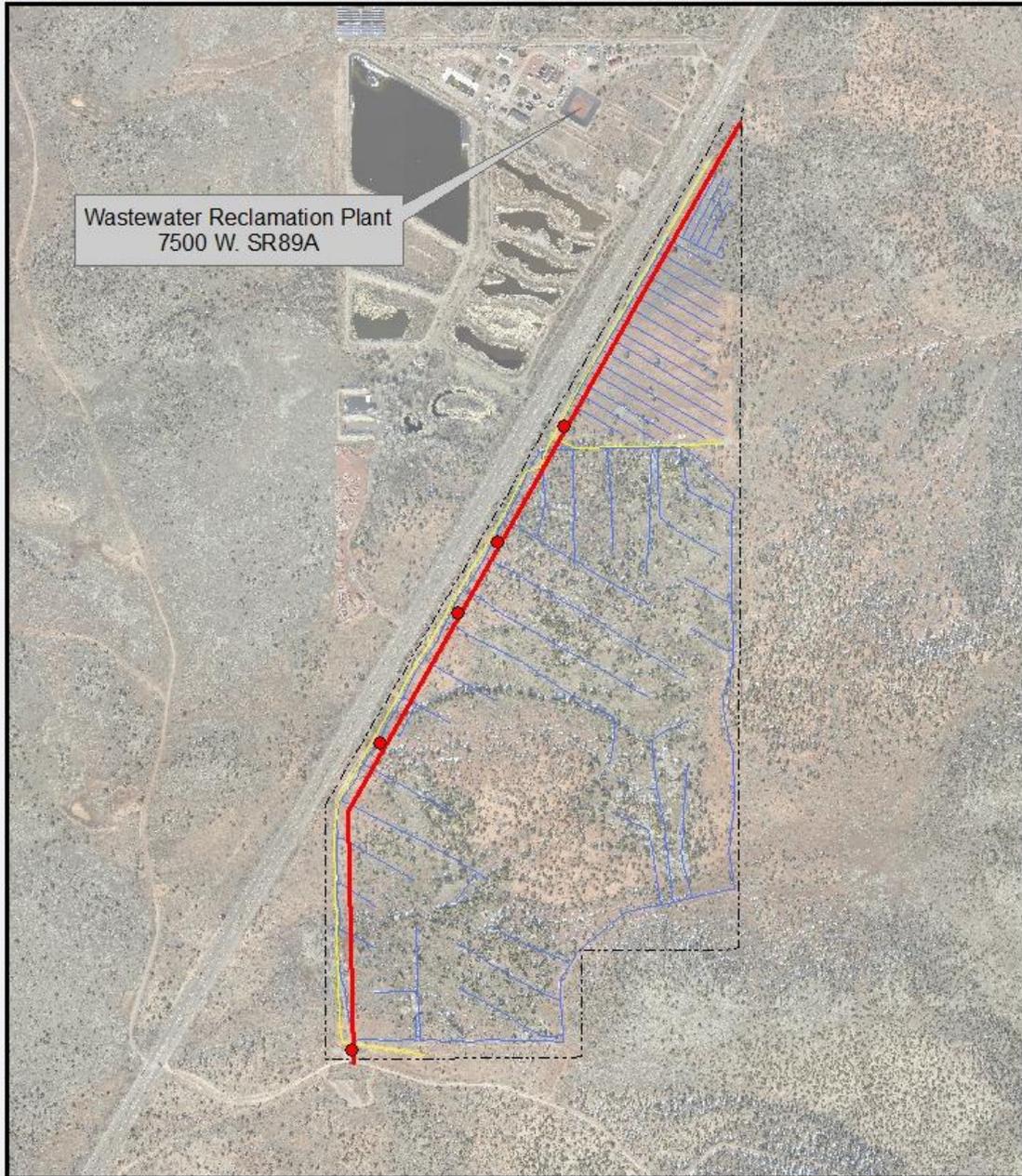
 Grazing Area

\* Dimensions shown are approximate



Not to Scale

**FIGURE 2**  
**FENCING REQUIREMENTS MAP**



**Legend**

-  Irrigation Laterals
-  Unpaved Access Road
-  Existing Barbed Wire Fence
-  Required Fence - Supplied by Lessee
-  Required Gate - Supplied by Lessee



**PROPOSAL FORM**

<b>PRICING</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>YEARLY PRICE</b>
Monthly agreement for approximately 223 acres of land for grazing	Month	12	\$	\$

<b>INFORMATION</b>		
Emergency 24- hour contacts	Name	Phone Number
What months of the year will grazing take place?		
What type of livestock will graze?		

<b>ENHANCEMENTS</b>	
Please list any enhancements to the minimum requirements:	

<b>EXCEPTIONS</b>	
Please list any exceptions to the minimum requirements:	

**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

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

This Contract ("CONTRACT") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Click here to enter text** ("CONTRACTOR").

**RECITALS**

- A. CITY intends to undertake a project for the benefit of the public that is more fully set forth in Exhibit B, Scope of Work.
- B. CITY and CONTRACTOR desire to enter into an Agreement for their mutual benefit and produce the specific work as set forth in Exhibit B.
- C. CONTRACTOR desires to perform the specific work set forth in this Exhibit B in accordance with the practices and standards set forth in this Contract; and
- D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

**AGREEMENT**

The parties agree as follows:

**1. SCOPE OF WORK.**

- A. Scope of Work. The CONTRACTOR agrees to perform everything required to be performed and complete all work in connection with WWRP Livestock Grazing Services (the "Project") as set forth in **Exhibit B** "Scope of Work" attached hereto and incorporated herein by reference. The work includes any and all Services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional and timely manner with due diligence and in strict compliance with the applicable Maricopa Association of Government (MAG) Specifications and CONTRACTOR'S proposal as set forth in Exhibit A. The CONTRACTOR shall work closely with the CITY and its designated employees to complete the Project. The CONTRACTOR shall perform the work required by and outlined in Exhibits A and B to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade or profession in conformity with the best standards in the industry at the time and locality where the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONTRACTOR and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time and cost required for those tasks. Any work that is different from or in addition to the work specified in Exhibit B shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and CONTRACTOR. If CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claim for unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the

authority to agree to any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this CONTRACT.

- C. Inspection; Acceptance. All work and Services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR'S performance. If requested by CITY, CONTRACTOR will provide CITY with any record drawings at completion of the project in such form and detail as the CITY may require.
- D. Time. Time is of the essence for this Contract. The CONTRACTOR shall complete all Services timely, efficiently and in accordance with any time schedule set forth in Exhibit B.
- E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work or services, documents, designs, specification, and/or drawings provided by the CONTRACTOR.
- F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in Exhibit A or B. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

## 2. **COMPENSATION; BILLING.**

- A. Compensation. The CONTRACTOR agrees to pay the CITY as compensation for the Project in accordance with the Scope of Work according to the fee schedule set forth in **Exhibit B**, if any, an amount not to exceed **\$Click here to enter text**. Except as otherwise set forth in this CONTRACT, billing and payment will be in accordance with the conditions set forth in **Exhibit B**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONTRACTOR will submit monthly payment to the CITY. Payment will be delinquent ten (10) days after the due date.
- C. Taxes. CONTRACTOR shall be solely responsible for any tax obligations resulting from CONTRACTOR'S performance of this CONTRACT. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

- 3. **PROFESSIONAL RESPONSIBILITY.** The CONTRACTOR hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and obligations described herein and has all requisite corporate authority and professional licenses in good standing that are required by law. CONTRACTOR warrants that its performance herein will conform to the requirements of this CONTRACT and the professional standards of the CONTRACTOR'S trade or field. The CITY has no obligation to provide CONTRACTOR with any equipment, business registrations, licenses, tools, or materials required to perform the Scope of Work. CONTRACTOR shall maintain a valid license through the Arizona Register of Contractors for all types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the CITY if applicable.

4. **COMPLIANCE WITH LAW.** It is required that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations 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. This CONTRACT shall be read to include each, and every provision of law and any clause required by law to be included and this CONTRACT shall be enforced as though such provisions were included.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the 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) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTORS work or Services in the performance of this CONTRACT. In consideration of the award of this Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONTRACTOR for the CITY. 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 Section. This indemnification survives the expiration or termination of this CONTRACT.

6. **INSURANCE.**

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as requested by CITY, either in the initial bid, or prior to commencement of particular tasks. The CONTRACTOR shall submit to CITY before any work is performed, certificates from the CONTRACTOR'S insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. Commercial General or Business Liability Insurance (Occurrence Form) 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.

4. 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 CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
  5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, if professional services are utilized by CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede any work on the Project. Coverage must have no exclusion for design-build projects.
- B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher, unless CONTRACTOR obtains prior written approval of CITY.
- D. A Certificate of Insurance shall be completed by the CONTRACTOR'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this CONTRACT and shall 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: City Clerk
- E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this CONTRACT or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.

- F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this Project.
  - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver 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 for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
  - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
  - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
7. **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.
8. **TERM; TERMINATION.**
- A. Term. This CONTRACT shall terminate on 6/30/2028, or at such earlier time as all work included in the Scope of Work is completed or the CONTRACT otherwise terminates as provided herein.
  - B. Termination for Convenience. This CONTRACT is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of 30 days written notice by the CITY.
  - C. Termination for Cause. CITY may terminate this CONTRACT for cause if CONTRACTOR fails to cure any breach of this CONTRACT within seven days after receipt of written notice specifying the breach.
  - D. Extension for Procurement Purposes. Upon expiration of the Term of this CONTRACT, including the initial term and any renewals, at the CITY'S discretion, this CONTRACT may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a replacement CONTRACTOR. There are no automatic renewals of this CONTRACT.
9. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This CONTRACT shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both 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.
10. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor.

Notwithstanding any provision appearing in this CONTRACT and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this CONTRACT shall be and remain employees or agents of the CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

11. **NO WAIVER.** Delays in enforcement or the waiver of one (1) or more defaults or breaches of this CONTRACT shall not constitute a waiver of any of the other terms or obligations of this CONTRACT.
12. **ENTIRE AGREEMENT.** This CONTRACT, together with the attached Exhibits, is the entire agreement between the CONTRACTOR and CITY, superseding all prior oral or written communications. If anything in the attached Exhibits is inconsistent with the provisions of this CONTRACT, the provisions of this CONTRACT shall govern. None of the provisions of this CONTRACT may be amended, modified or changed except by written amendment executed by both parties. This CONTRACT will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the CONTRACT. 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.
13. **NON-DISCRIMINATION.** CONTRACTOR, its agents, employees, 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).
14. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
  - A. In the performance of this CONTRACT, CONTRACTOR will abide by and conform to any and all federal, state and local laws.
  - B. 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"). 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. The 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. CONTRACTOR agrees to assist the CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to

any random verification performed. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or 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.

- C. The provisions of this Section must be included in any contract CONTRACTOR enters into with any and all of its subcontractors who provide services under this CONTRACT or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building, transportation facility or improvement to real property.
- D. If applicable (CONTRACTOR is a natural person), CONTRACTOR shall execute the required documentation and affidavit of lawful presence as set forth in ARS §1-502/8 USC §1621 (**Exhibit C**).
- E. 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. If applicable, 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."

- 15. **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 endeavor to settle the dispute through voluntary mediation. If the dispute cannot be resolved, the matter may then be submitted to the judicial system.
- 16. **DELAYS.** CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
- 17. **REMEDIES UPON BREACH.** 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.**
- 18. **CONFLICT OF INTEREST.** From the date of this CONTRACT through the termination of its Service to CITY, CONTRACTOR 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 at 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.

19. **NOTICE.** Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this Agreement 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: Director of Wastewater  
102 Roadrunner Drive  
Sedona, AZ 86336

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **EXHIBITS.** The following exhibits, are a part of this CONTRACT and are incorporated herein by reference:

Exhibit A: Accepted Proposal

Exhibit B: Scope of Work

Exhibit 1: Map of the Premises

Exhibit 2: Fencing Map

Exhibit C: Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this CONTRACT, the terms of the CONTRACT shall control.

21. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this CONTRACT constitutes official notice to proceed with the work.

22. **PUBLIC RECORDS.** Notwithstanding any provisions of this CONTRACT regarding confidentiality, secrets, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CONTRACTOR objects to any disclosure, CONTRACTOR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CONTRACTOR agrees to indemnify CITY from any claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

23. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONTRACTOR certifies and agrees that it is not currently engaged in and for the duration of the CONTRACT 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.

**CITY OF SEDONA, ARIZONA**

\_\_\_\_\_  
Roxanne Holland, Director of Wastewater

ATTEST:

\_\_\_\_\_  
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Kurt W. Christianson, City Attorney

\_\_\_\_\_  
CONTRACTOR'S FIRM NAME

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

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

I hereby affirm that I am authorized to enter into and sign this CONTRACT on behalf of CONTRACTOR

## **EXHIBITS**

### **Exhibit A**

- Contractor's Proposal.

### **Exhibit B**

- Scope of Work and Associated Costs.

### **Exhibit C**

- Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

EXHIBIT "B" SCOPE OF WORK  
GRAZING SERVICES AGREEMENT

The CITY owns real property as set forth herein. Such property may be appropriate for the grazing and pasturage of CONTRACTOR'S livestock (the "Premises") and is further defined in the attached Exhibit 1 and Exhibit 2 to this Scope of Work.

The scope of work contemplated by this Grazing Services Agreement ("Agreement") is as follows:

**1. Use of Premises**

The Premises consist of approximately 223 acres of land irrigated with reclaimed water. The property is located adjacent to State Route 89A, near milepost marker 365, southeast of the Sedona Wastewater Reclamation Plant as set forth in the Map attached as Exhibit 1 to this Scope of Work. CONTRACTOR is granted the exclusive right to use the Premises for grazing commencing \_\_\_\_\_. This use shall be authorized for a term of up to 5 years from the commencement date, subject to earlier termination as set forth in Paragraph 8 below.

**2. Payment**

CONTRACTOR shall pay the CITY \$\_\_\_\_\_/month the use of the Premises. Payment shall be due on the commencement date (pro-rated for the month if the commencement date is on a date other than the 1<sup>st</sup> of the month), and on or before the first day of each month thereafter.

**3. Use of Premises**

- A. The use of the Premises shall be subject to RFP WWRP Livestock Grazing Services.
- B. The Premises are to be used solely for the pasturage and grazing of \_\_\_\_\_ [list allowed livestock] and for no other purpose. Bulls are prohibited.
- C. The number of livestock to be grazed shall not exceed 50 units on any day. Note: one unit consists of one livestock and its nursing offspring except that CONTRACTOR shall not allow the livestock to overgraze the Premises or create a situation of excessive dust per the ADEQ or other relevant governmental agency.
- D. CONTRACTOR shall not allow livestock on the Premises to enter any adjacent land belonging to the CITY.

- E. CONTRACTOR shall be responsible for any escaped livestock including damaged caused by escaped livestock. CITY is not responsible for loss of livestock for any reason.
- F. CONTRACTOR shall promptly remove any dead or diseased livestock from the Premises at its own expense.
- G. CONTRACTOR shall provide water troughs and water for livestock. The CITY will not provide reclaimed water.

CONTRACTOR hereby agrees and acknowledges that the Premises are being made available in an “AS IS” condition, without warranty or representations of any type, including, without limitation, any implied warranties of habitability or suitability for a particular purpose. CONTRACTOR hereby acknowledges that it has had the opportunity to perform, and to the extent it so desires has performed, such inspections of the Premises and is relying solely upon such inspections as the basis for accepting the Premises in their “AS IS” condition and is not relying in any way upon any statement of CITY or any information provided by CITY or on CITY’s behalf.

#### **4. Structures and Fencing**

- A. CONTRACTOR shall provide and install fencing and gates as shown in the Fence Requirements Map (See Exhibit 2 to this Scope of Work).
  - i. Placement of posts must not be closer than 5 feet of any side of irrigation laterals.
  - ii. Placement of fence shall maintain a 30-foot offset from the main irrigation line.
  - iii. Fence and gate placement must allow City staff access to irrigation lines.
  - iv. CONTRACTOR shall be responsible for repair of any damage to fences or gates, supplied by the CONTRACTOR or owned by the CITY which is caused by the livestock.
- B. Existing structures/infrastructure – CONTRACTOR shall ensure that existing structures/infrastructure including but not limited to gates, fencing and irrigation lines are protected from damage and shall be responsible to repair or replace any damaged structure or infrastructure.
- C. New Structures – CONTRACTOR shall not erect any structure on the Premises except as allowed by the terms of this Agreement or as otherwise agreed between the Parties in writing.
- D. Fencing - CONTRACTOR shall not add, remove or relocate fencing on the premises except as allowed as set forth in this Agreement or as otherwise agreed between the Parties in writing.

- E. Expense of structures or fencing - Any approved addition, removal or relocation of structures or fencing shall be at CONTRACTOR's sole expense unless otherwise agreed to by the Parties in writing. Where CONTRACTOR is responsible for payment, CONTRACTOR shall pay all construction and/or removal costs and prevent any mechanic or material supplier from placing a lien on the Premises.
- F. Fixtures - Any structures or fencing added to the Premises shall be removed from the Premises by the CONTRACTOR at the termination of the Agreement unless otherwise agreed to in writing by the CITY.

**5. No Assignment**

CONTRACTOR shall not assign its rights to use the Premises under this Agreement to another party and shall not allow any other person or entity to permit livestock on the Premises for any reason without written permission from the CITY.

**6. Surrender of Premises**

At the termination of this Agreement, CONTRACTOR shall surrender the Premises to CITY, leaving the Premises in the same condition as at the time of commencement of the Agreement, ordinary wear and tear and damage from acts of God excepted. Fixtures on the Premises shall remain with the Premises upon termination of the Agreement.

**7. Events of Default**

- A. By CITY – breach of any material term of this Agreement by CITY.
- B. By CONTRACTOR –
  - i. Material Breach by CONTRACTOR of any term of this Agreement.
  - ii. The number of allowed livestock on the Premises exceeds the maximum allowed in this Agreement.
  - iii. CONTRACTOR places animals on the Premises other than those approved herein.
  - iv. CONTRACTOR allows another person/entity not subject to this Agreement to place livestock or other animals on the Premises.
  - v. CONTRACTOR fails to make payment as required by Paragraph 2.

**8. Early termination**

- a. This Agreement may be terminated for convenience at any time prior to its expiration by either party on thirty (30) days written notice of termination delivered to the other party. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

- b. CITY may terminate this Agreement for cause if CONTRACTOR fails to cure any breach or default of this Agreement within ten (10) days after receipt of written notice specifying the breach.

**9. CITY’s Right of Entry**

The CITY reserves the right for its agents, employees, or assigns to enter upon the premises at any reasonable time to view them, and to work or make repairs or improvements thereon. At all times CONTRACTOR shall provide CITY with means to enter the premises, including but not limited to gate access. CITY’s entry on the Premises shall not interfere with CONTRACTOR’s rights under this Agreement.

**10. Modification**

This Scope of Work shall not be modified unless such modification is made in writing and signed by authorized representatives of each party.

**11. Additional Agreements**

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CITY OF SEDONA, ARIZONA,  
An Arizona Municipal Corporation

CONTRACTOR  
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By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name in Print  
Title

ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney