

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, JULY 12, 2016

NOTES:

- Public Forum:
Comments are generally limited to **3 minutes**.
- Consent Items:
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - June 28, 2016 City Council Special Meeting #1. 
- b. Minutes - June 28, 2016 City Council Special Meeting #2. 
- c. Minutes - June 28, 2016 City Council Regular Meeting. 
- d. Approval of Proclamation, Sedona Kindness Day, November 2016. 
- e. AB 2092 Approval of award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for construction of drainage improvement projects (including projects for the Coffee Pot Drainage Basin and the Brewer Road/Tlaquepaque area of Soldier Wash). 
- f. AB 2093 Approval of a resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) for contribution of \$325,000 in drainage funds to be used for the Coffee Pot Crossing Drainage Project. 
- g. AB 2115 Approval of award of a Job Order Contract extension with Cactus Asphalt, Inc. in the approximate amount of \$1,360,000 for street maintenance projects during Fiscal Year 2017. 
- h. AB 2123 Approval of a recommendation regarding a Liquor License Acquisition of Control/Agent Change application for the Series 12 Restaurant Liquor License for Sound Bites Grill, 101 N Hwy 89A, F29, Sedona, AZ (License #12033319). 
- i. AB 2125 Approval of a Special Event Liquor License for a Red Earth Theatre fundraising event scheduled for Saturday, August 27, 2016 located at the Hub, 525-B Posse Grounds Road, Sedona, AZ. 
- j. AB 2128 Approval of a Special Event Liquor License for the Sedona Chamber of Commerce for an event scheduled for Thursday, August 25, 2016 located at National Bank of Arizona, 1470 State Route 89A, Sedona, AZ. 
- k. AB 2137 Approval of a resolution authorizing an Intergovernmental Agreement between the City of Sedona and the Arizona Department of Transportation for the Sanborn Drive-Thunder Mountain Road Overlay Project. 

4. APPOINTMENTS - None

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS, & AWARDS - None

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Page 2, City Council Meeting Agenda Continued

8. REGULAR BUSINESS

- a. AB 2139 **Discussion/possible action** on the distribution of funding awards in the categories of community building, economic stimulation and arts & culture through the City's Small Grants Program for the 2017 fiscal year. ✓
- b. AB 2132 **Discussion/possible action** to approve a Request for Proposals and associated contract documents to seek proposals from private hauler(s) to provide a Citywide, City-managed residential trash and recycling program. ✓
- c. **Reports/discussion** on Council assignments.
- d. **Discussion/possible action** on future meeting/agenda items.

9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: _____

By: _____

Susan L. Irvine, CMC
City Clerk

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, June 28, 2016, 3:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 3:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor John Martinez, Councilor Jon Thompson, Councilor Jessica Williamson

Staff in attendance: City Manager Justin Clifton, City Attorney Robert Pickels, Jr., Magistrate Judge Lewis Levin, City Clerk Susan Irvine

3. Executive Session

Motion: Councilor Thompson moved to enter into Executive Session at 3:00 p.m. Seconded by Councilor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. **Discussion and consideration of the annual salary review and other terms and conditions of employment of City Magistrate Judge Lewis Levin. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).**
- b. **Return to open session. Discussion/possible action on executive session items.**

Motion: Councilor Jablow moved to approve a 3.0% merit increase effective June 23, 2016 and a 1.8% cost of living increase effective July 1, 2016 for City Magistrate Judge Lewis Levin. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:27 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on June 28, 2016.

Susan L. Irvine, CMC, City Clerk

Date

THIS PAGE INTENTIONALLY LEFT BLANK.

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, June 28, 2016, 4:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 4:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor John Martinez, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Director of Finance Cherie Wright, Interim Chief of Police Ron Wheeler, Magistrate Judge Lewis Levin, City Clerk Susan Irvine.

3. Special Business

a. AB 2116 Public hearing/discussion/possible action on approval of a resolution adopting the City of Sedona's Budget for Fiscal Year 2016-17.

Opened the public hearing at 4:01 p.m.

No comments were heard.

Closed the public hearing and brought back to Council at 4:01 p.m.

Presentation by Cherie Wright.

Questions from Council.

Motion: Councilor Thompson moved approve Resolution No. 2016-22 adopting the Budget for Fiscal Year 2016-17 including the budget attachments. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 4:08 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on June 28, 2016.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, June 28, 2016, 4:30 p.m.**

1. Call to Order/Pledge of Allegiance/Moment of Silence/Roll Call

Mayor Moriarty called the meeting to order at 4:30 p.m.

Roll Call: Mayor Sandy Moriarty, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor John Martinez, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Finance Director Cherie Wright, Community Development Director Audree Juhlin, Interim Chief of Police Ron Wheeler, Lieutenant Lucas Wilcoxson, Sergeant James Pott, Patrol Officer Dane Scheckel, Police Officer Recruit Megan Brush, Magistrate Judge Lewis Levin, City Clerk Susan Irvine.

2. City's Vision

A video of the City's vision was played.

3. Consent Items

- a. **Minutes - June 14, 2016 City Council Special Meeting.**
- b. **Minutes - June 14, 2016 City Council Regular Meeting.**
- c. **Minutes - June 15, 2016 City Council Special Meeting.**
- d. **AB 2130 Approval of action to authorize the City's representative to the Verde River Basin Partnership to cast a vote in favor of the proposed organizational conversion from a member-governed body to a Board-governed body.**

Motion: Councilor Martinez moved to approve consent items 3a, 3b, 3c, and 3d. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

4. Appointments

- a. **AB 2134 Discussion/possible action on appointment of a Vice Mayor.**

Motion: Mayor Moriarty moved to appoint Councilor Martinez to fill the office of Vice Mayor. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

5. Summary of Current Events by Mayor/Councilors/City Manager

Councilor Jablow stated that all of money necessary to construct the World Trade Center Memorial at Station 6 has been raised. They have received \$80,000 in funds or pledges, and the \$911 donations are due not later than July 15th in order to be recognized on the plaque at the memorial. Councilor Williamson advised that the Sedona Arts Center & Verde Valley School have joined to host a summer school colony which is up and running. Locals are invited to Sunday potluck dinners to meet the participating artists, and interested people can sign up on the Sedona Arts Center website to participate. Councilor Thompson stated that Parks & Recreation is hosting several free events on July 4th including a laser light show at the Sedona Performing

Arts Center. There will be four showings of a half hour each at 12:00, 1:00, 2:00, and 3:00 p.m. There will also be a Wetfest event at the Sedona Community Pool and surrounding area from 1:00 to 4:00 p.m. Vice Mayor Martinez stated that there will be a hot dog eating contest, and participants can register at Senor Bob's. Mayor Moriarty stated that there will also be a watermelon eating contest. Vice Mayor Martinez stated that three artist receptions were held at City Hall last Thursday with the three artists currently exhibiting on campus. He also commended Councilor Jablow for his fundraising work on the 9-11 Memorial. Justin Clifton introduced new City employee Megan Brush who is a police officer recruit who is working as a Community Services Aide and will start at the Police Academy on August 1st.

6. Public Forum

Brent Bitz, Sedona, thanked the City Council for approving the restructuring of the Verde River Basin Partnership board. He stated that the Walton Foundation is helping to fund many of their projects.

7. Proclamations, Recognitions, and Awards - None.

8. Regular Business

a. AB 2124 Discussion/possible direction resulting from the implementation of SB 1350 regarding short term vacation rentals.

Presentation by Robert Pickels, Jr. and Justin Clifton.

Questions from Council.

Opened to the public at 5:26 p.m.

Steve Segner, Sedona, president of Sedona Lodging Council, spoke about the Lodging Council's concern with this new law including property tax differences, ADA requirements, and other perceived inequities.

Tawnia Funk, Sedona, owner of Foothills Property Management, stated that they have facilitated short-term rentals in Sedona for over 30 years. She advised that they did not see any more complaints after the new law prohibiting rentals for less than 30 days was implemented in 2008 than there were before the 30-day restriction was put into effect.

Brought back to Council at 5:31 p.m.

Comments from Council.

By majority consensus, Council directed staff to develop a basic regulatory ordinance that would address items of immediate importance such as the identification of an emergency contact person. They also asked staff to monitor and evaluate short term rental activity following implementation of SB 1350 to determine what additional action by the City may be necessary. Council recommended that staff inquire about local appointments to the state committee. Any items should be brought back to Council when considered ready and appropriate.

Break at 5:44 p.m. Reconvened at 5:50 p.m.

b. AB 2131 Discussion/possible direction regarding Docket E-01345A-16-0036, the rate case filed with the Arizona Corporation Commission by Arizona Public Service on June 1, 2016.

Presentation by Robert Pickels, Jr. and Justin Clifton.

Questions from Council.

Opened to the public at 6:06 p.m.

Philip Allen, Sedona, stated that he appreciates that the Council recognizes the exorbitant charges proposed for manual meter reading of customers who chose to opt out. He believes these costs are unfair and unjust as APS saved substantial funds from firing meter readers and no longer needing so many trucks.

Barbara Litrell, Sedona, stated that smart meters and wireless technology are dangerous to people. She believes it is a pending health crisis in the 21st century. She thanked the Council for considering intervening and asked that they pursue this.

Brought back to Council at 6:12 p.m.

Comments from Council.

By majority consensus, Council directed staff to move forward with gathering additional information on the specific matters included in the APS rate case so that a formal position by the City can be considered through the intervention process. Council asked for a presentation of that additional information (including the APS perspective and input from the City's technical experts) so that they can determine how to proceed with intervention. Council expressed a desire to at least intervene with respect to the smart meter fee increase, but wanted to further discuss other potential issues as well.

c. Reports/discussion on Council assignments

Councilor Jablow stated that the Sedona Community Center is losing their director, John Tamiazzo, who is moving back to California. Councilor Thompson stated that there was a NACOG meeting and they approved their budget. He also attended a GAHRE meeting by phone and a number of issues were discussed which will be pursued further.

d. Discussion/possible action on future meeting/agenda items

Mayor Moriarty stated that there will not be work session tomorrow. Justin Clifton advised that he will miss all of the meetings in July as he will be attending the Harvard Executive Leadership Program for state and local executives, and he received one of two scholarships from the Arizona City and County Manager's Association to attend.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 6:28 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on June 28, 2016.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Katie Hamilton
Contact Phone Number	928 203 4854
Contact Mailing Address	55 Garnet Hill, Dr. Sedona, AZ 86336
Contact Email Address	KatieHamilton@commspeed.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Sedona Kindness Day
Website Address (if applicable)	SedonaKind.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Tom Lamkin, Jon Thompson
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	November 13, 2016
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

Provide information about the organization/event including a mission statement, founding date, location and achievements.

The mission of Cornucopia Community Advocates is to improve community spirit and effectiveness by sharing resources. It is involved in direct service programs and in community resource development, such as the Sedona Kindness Project. The mission of Sedona Kind is to encourage acts of kindness large and small locally and around the world.

Sedona Kind, a project of Cornucopia Community Advocates, began in November 2015 in Sedona. Accomplishments: Continue to create and distribute the more than 4000 Kindness Charms to all 50 states and most continents of the world; crafted and delivered 250 Kindness Cards to unsung heroes of Sedona; Provided most of the food, free massages and computer volunteers for the Viet Nam Memorial Wall event; Is working with the Yavapai Food Council's School Backpack Program, Meals-on-Wheels, and the Homeless Alliance to provide hand-knitted hats, socks and scarves; Is collaborating with West Sedona School to devise and implement a Kids Kindness Program to begin the the Fall; and is partnering with Mitzvah Day and other community organization on Sedona Kindness Day and more than a week of community events.

Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City's vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?

As James M. Barrie wrote: "Those who bring sunshine to others cannot keep it from themselves." Sedona residents have a history of involvement with contentious local issues, often dividing the community. Add to this the divisive climate of national and state 2016 elections, and Sedona Kindness Day, in conjunction with World Kindness Day, will make residents aware of the enormous benefits of even the smallest acts of kindness. They can then participate in a variety of kindness-motivated activities. This, as Barrie put it, will bring "sunshine" to those who receive and those who give. The process will bring the community together with a common purpose for good...and help them feel good about themselves and Sedona.

Sedona Kindness Day will be coordinated with World Kindness Day, November 13, 2016, and with Sedona Mitzvah Day. The project will consist of an event that will include two showings of a kindness theme film benefitting Yavapai Food Council, the erecting of "Gratitude Trees" at three or more locations, a "Pay-It-Forward" Day in collaboration with local businesses, a series of activities in Sedona schools, and public forums hosted with several other nonprofits, community organizations and service groups. The special week of kindness will be publicized in all of the local media and through email broadcasts with our partner organizations.

Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.

**Office of the Mayor
City of Sedona, Arizona**



**Proclamation
Sedona Kindness Day
November 13, 2016**

WHEREAS, "Kindness gives birth to kindness"- Sophocles; and

WHEREAS, "Kindness is the language the deaf can hear and the blind can see"- Mark Twain; and

WHEREAS, "Deeds of kindness are equal in weight to all the commandments"- The Talmud; and

WHEREAS, kindness is a fundamental part of the human condition which bridges the divides of race, religion, politics, and gender; and

WHEREAS, in 1998, World Kindness Day was introduced by the World Kindness Movement, to highlight good deeds in all communities, focusing on the positive power and the common thread of kindness that binds us; and

WHEREAS, a group of Sedona citizens formed SedonaKind to help spread kindness and encourage acts of kindness locally and around the world, and to urge all citizens to create their own acts of kindness, to pay it forward, and to match the magic and transformative powers of our Red Rocks with the kindness of all the citizens who live here.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the historical value and the international commitment to observing a day to celebrate kindness, do hereby proclaim Sunday, November 13, 2016 as Sedona Kindness Day and encourage all citizens of Sedona to acknowledge and take to heart the statement by Seneca "Wherever there is a human being, there is an opportunity to be kind".

Issued this 12th day of July, 2016.

Sandra J. Moriarty Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK.



**CITY COUNCIL
AGENDA BILL**

**AB 2092
July 12, 2016
Consent Items**

Agenda Item: 3e

Proposed Action & Subject: Approval of award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for construction of drainage improvement projects (including projects for the Coffee Pot Drainage Basin and the Brewer Road/Tlaquepaque area of Soldier Wash).

Department Public Works

Time to Present N/A

Total Time for Item

Other Council Meetings February 26, 2013 (Soldier Wash Improvements Study)
September 9, 2014 (Brewer Road/ Tlaquepaque Drainage Design)
October 14, 2014 (Coffee Pot Drainage Basin Design)
November 24, 2015 (FY 2016 JOC with Tiffany Construction)

Exhibits
A. Job Order Contract
B. Project Map – Coffee Pot – Coffee Pot Crossing Phase
C. Project Map – Brewer Road / Tlaquepaque Drainage Phase 4

City Attorney Approval	Reviewed 7/5/16 RLP
City Manager's Recommendation	Approve JOC to Tiffany Construction for the construction of drainage improvements.

Expenditure Required	
	\$ 1,625,000
Amount Budgeted	
	\$ 1,625,000
Account No.	22-5320-89-6820 (\$425,000)
	22-5320-89-6820 (\$1,000,000)
	10-5320-39-6771 (\$200,000)
(Description)	Coffee Pot Crossing Phase Brewer/Tlaquepaque Phase 4 Drainage Maintenance
Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

The City continues to make flood control improvements a priority, and successfully leverages County flood control funds to complete flood control improvement projects. Staff is requesting approval of a Job Order Contract (JOC) with Tiffany Construction Company, Inc. (Tiffany), in the amount of \$1,625,000, for construction of Drainage Improvement Projects. These projects will include improvements to the Coffee Pot Drainage Basin (crossing Coffee Pot Drive and heading west on Grasshopper Lane) and to the Brewer Road/Tlaquepaque area of Soldier Wash.

Background: Tiffany Construction Company, Inc. was selected as the number one choice contractor through a qualifications and unit price proposal process that occurred during the early part of FY 2016.

The Contract:

- Tiffany was awarded the FY 2016 Drainage JOC
- The Tiffany JOC is a one-year contract, renewable for up to four one-year periods
- The option to extend is exercised based on the contractor's successful performance and the needs of the City
- The construction of the Coffee Pot Crossing Phase of the Coffee Pot Drainage Basin Improvements and a portion of Phase 4 of the Brewer/Tlaquepaque Drainage Improvements was approved in the FY 2017 budget

The Contractor:

The City has extensive experience working with Tiffany over the past couple decades. Some of their drainage related projects for the City include:

- The Chapel Area Drainage Project
- The Soldier Wash Jersey Barrier Drainage Project
- The Harmony-Windsong Storm Drainage Project
- The Casa Bonita Phase of the Coffee Pot Drainage Basin Improvements Project
- The Brewer Road/Tlaquepaque Drainage Improvements Project – Phase 3

Staff has had a good working relationship with Tiffany on these projects, and they have performed successfully.

Schedule:

- Construction of the Coffee Pot Crossing Phase of the Coffee Pot Drainage Improvements Project is expected to start in early November and be complete in late February
- Necessary utility relocation work (gas and power) for the Coffee Pot Crossing Project is expected to occur in August and September
- Construction of Brewer Road/Tlaquepaque – Phase 4 (section downstream from Portal Lane) is expected to start in early January and be complete in late May

Budget:

- As reflected in the CIP budget sheets, county funds will be utilized for each of the capital projects
- Private funds will be contributed by Diamond Resorts and Tlaquepaque for Brewer Road/Tlaquepaque Drainage Improvement Project - Phase 4 (channel improvements between Oak Creek and Portal Lane). A Cost Share Agreements will be presented to Council prior to finalizing a work order for the Phase 4 Project
- The budgets specific to the Coffee Pot Crossing and Brewer Road/Tlaquepaque Drainage Improvement Construction Phases have already been set and approved to proceed with the FY 2017 Budget approval by Council
- The drainage maintenance budget is added to the Job Order Contract to allow work beyond the two capital projects
- This drainage maintenance budget is not added to meet the cost required for the two capital projects; it allows additional work to be completed
- The additional drainage work includes minor projects related to pre-storm preparation and post-storm clean-up
- Having additional scope in the contract allows unforeseen projects, which are storm-related, to be completed in an efficient manner

Staff is recommending approval of this contract.

Community Plan Consistent: Yes - No - Not Applicable

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

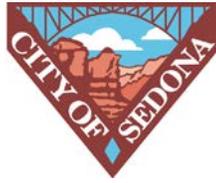
Board/Commission Recommendation: Applicable - Not Applicable

- 1) **Alternative(s):** Not approving the project would result in: Continued high risk of flooding for properties adjacent to the project areas for storm frequencies with flow levels above the capacity of the existing facilities.

MOTION

I move to: approve award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000, for the City of Sedona Drainage Improvement Projects.

THIS PAGE INTENTIONALLY LEFT BLANK.



City of Sedona

DRAINAGE IMPROVEMENTS JOB ORDER CONTRACT

CONTRACT NO. 17-D-01

TABLE OF CONTENTS

	PAGE
<u>RECITALS</u>	3
<u>ARTICLE 1 - DEFINITIONS</u>	3
<u>ARTICLE 2 – JOC CONTRACTOR’S SERVICES AND RESPONSIBILITIES</u>	8
<u>ARTICLE 3 - CITY’S SERVICES AND RESPONSIBILITIES</u>	20
<u>ARTICLE 4 - CONTRACT AND JOB ORDER TIME</u>	21
<u>ARTICLE 5 – CONTRACT AND JOB ORDER PRICE</u>	23
<u>ARTICLE 6 - CHANGES TO THE JOB ORDER PRICE AND TIME</u>	24
<u>ARTICLE 7 - PROCEDURE FOR PAYMENT</u>	27
<u>ARTICLE 8 – CLAIMS AND DISPUTES</u>	30
<u>ARTICLE 9 – SUSPENSION AND TERMINATION</u>	32
<u>ARTICLE 10 - INSURANCE AND BONDS</u>	34
<u>ARTICLE 11 - INDEMNIFICATION</u>	38
<u>ARTICLE 12 - GENERAL PROVISIONS</u>	30
SIGNATURE PAGES.....	45
EXHIBIT A – UNIT PRICES.....	46

CITY OF SEDONA

CONTRACT NO. 17-D-01

THIS AGREEMENT made and entered by and between City of Sedona, hereinafter designated the "CITY" and "Tiffany Construction Company, Incorporated" hereinafter designated the "JOC CONTRACTOR"

RECITALS

- A.** The City Manager of the City of Sedona, Arizona, is authorized and empowered by the City Council to execute contracts for construction and related services.
- B.** The City intends to contract for construction and related services for one or more Job Orders.
- C.** The JOC Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages JOC CONTRACTOR for these services.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the JOC Contractor as follows:

ARTICLE 1 – DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

ABBREVIATIONS

AAC	American Architecture Committee
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
ARS	Arizona Revised Statutes
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

DEFINITIONS

“Advertisement” - A public announcement inviting proposals for work to be performed or materials to be furnished.

“Agreement” or “Job Order Contract” or “JOC” means this fully executed agreement between City and JOC Contractor, and includes other documents itemized and referenced in or attached to and made part of this Agreement.

“Award” - The acceptance by the City of a proposal.

“Basis of Payment” -The terms under which "work" is paid, as a designated pay item accordance with the quantity measured and the pay unit.

“Bidder” - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

“Calendar Day” - Each and every day shown on the calendar, beginning and ending at midnight.

“Certified Invoice” - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

“Change Order” - A written instrument issued after execution of a Job Order Amendment signed by City and JOC Contractor, stating their agreement upon all of the following: the scope of the change in Job Order; the amount of the adjustment to the Job Order Price; and the extent of the adjustment to the Job Order Time.

“City” means the City of Sedona, Arizona.

“City’s Representative” means the person designated in Subdivision 8.4.1.2. of this agreement.

"City’s Senior Representative" means the person designated in Subdivision 8.4.1.1. of this agreement.

“Claim” - A written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words “This is a claim...”, within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

“Completion Date” -The date on which the contract work is specified to be fully completed, but not limited to clean up of the work site and staging areas and submittal of record drawings.

“Construction Documents” means the plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the City after correcting for permit review requirements and incorporating addenda and approved Change Orders.

“Contract Amendment” means a specific written concurrence between the Owner and the JOC Contractor for changes to and/or extension of this Agreement.

“Contract Change Order” - A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the JOC Contractor:

- (i) Change Orders;
- (ii) Job Order Amendments
- (iii) Contract Amendments
- (iv) This Job Order Contract (this document), including description of and Basis of Payment for Unit Price JOC Work Activity
- (v) Payment and Performance Bonds
- (vi) Notice to Proceed
- (vii) Special Conditions
- (viii) Special Provisions/Technical Specifications
- (ix) Plans and Drawings
- (x) General Conditions
- (xi) Standard Specifications
- (xii) JOC Contractor’s Proposal (if any)
- (xiii) JOC Contractor Statement of Qualifications

“Contract Price” means the amount or amounts set forth in Article 5 subject to Contract Amendments in accordance with this Agreement.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time set forth in Article 4 subject to Contract Amendments in accordance with this Agreement.

“Contractor” - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

“Cost-coefficient” means the multiplier shown in Section 5.2.2 used to calculate Job Order Price.

“County” -The county in which the work is to be done

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Design Professional” means a qualified, licensed design professional who furnishes design and/or construction administration services.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the Job Order Amendment or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

“Duration of the Work” means the number of Days from a Job Order Notice To Proceed to Substantial Completion.

“Engineer”- The City Engineer; or his designated representative

“Extra Work” -Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

“Final Acceptance” means the completion of a Job Order as prescribed in Division 4.4.

“Gender and Number” -References are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

“Inspector” - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

“JOC Contractor” means JOC CONTRACTOR selected by the City to provide or procure construction and design services as detailed in this Agreement.

“JOC Contractor’s Representative” means the person described in Subdivision 8.4.2.2. of this agreement.

“JOC Contractor’s Senior Representative” means the person described in Subdivision 8.4.2.1. of this agreement.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to a Job Order Amendment.

“Job Order Amendment” means a specific written agreement between the Owner and the JOC Contractor for a Job Order including a scope, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Agreement. The Job Order Amendment shall be considered to include as referenced or attached any plans, technical specifications, special provisions or drawings and specifications sufficient to locate the work site, describe the scope of work and allow the contractor to submit a complete price for the work, and the JOC Contractor’s proposal either by reference or inclusion.

“Job Order Price” means the amount calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Division 5.2.

“JOC Payment Request” means the City form used by the JOC Contractor to request progress payments for Job Orders in accordance with Article 7.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Agreement by executing a Job Order Amendment.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

“May” - Used to refer to permissive actions.

“Method of Measurement” - The manner in which a pay item is measured to conform with the pay unit.

“Minor Design Services” – Small in scope and up to a dollar figure of \$5000.00

“Notice for Change Order and Compensation” - A written notification submitted to the Engineer that a demand or request for additional compensation potentially may be made. The notification shall

1. Contain the words “Notification of a Claim” within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

“Notice to Proceed,” (NTP) means a written notice given by the City to the JOC Contractor fixing the date on which the JOC Contractor will start to perform the JOC Contractor’s obligations under this Work Order.

“Plans” - The drawings and pictures depicting the location and special orientation of the work to be done.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the JOC Contractor to illustrate materials or equipment for some portion of the Work.

“Project” -The work to be completed pursuant to this contract.

“Proposal” -A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor’s offer to perform all Work required as set forth in the Contract Documents for the amount of money stated in the Bid.

“Proposal Form” - The documents furnished by the City on which the offer of a bidder is submitted.

“Proposal Guaranty” - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

“Record Documents” means the documents created pursuant to Section 2.10.

“Right Of Way” - A general term denoting land, property, or interest therein, acquired for project related purposes including, but not limited to construction, work area, movement of equipment and other necessary and required project activities.

“Salvable Material” - Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state and local regulations.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Shall” - Refers to mandatory actions by either the Contractor or the City.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the JOC Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located.

“Special Item(s)” means Work that is not included in the Unit Prices as amended and is unique to a specific Project.

“Subcontractor” or “Sub consultant” means any person or entity retained by JOC Contractor as an independent contractor to perform a portion of the Contract Services and shall include material, men and suppliers.

“Substantial Completion” means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes and the City has pursuant to this contract accepted the work as substantially complete.

“Superintendent” - The Contractor's authorized representative in charge of the Work.

“Unit Prices” means the prices shown on Exhibit A subject to adjustment in accordance with Article 6.

“Work” means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a Job Order Amendment.

Article 2 - JOC Contractor’s Services and Responsibilities

2.1 General Services

2.1.1 Contractor’s Understanding

- A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.
- B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- C. The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.
- D. Prior to the award of the Job Order Contract, the successful bidder must apply for business registration in the City of Sedona and obtain a City of Sedona business license within 30 days of passage of business license legislation or a written determination that a business license is not required issued by the City’s Business

License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a copy of this business license or a written determination prior to award and at contract renewal.

- E. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.
- F. It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the City and the people it serves. For this reason, the Contractor must recognize that he and his employees shall act in a courteous and professional manner at all times. The City does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the Contractor perform the tasks identified under the bid items and that the City may procure services through other providers of its choice. The Contractor further understands that if the Contractor is not available, refuses or declines to provide the services contracted for, although the City may obtain the services through others, the City may require reimbursement from the Contractor for any costs incurred above those the City would not have incurred had the Contractor provided the service.
- G. **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)).

2.1.2 The JOC Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish in the Job Order Amendment for which it is issued a Job Order Notice to Proceed in accordance with this Agreement. The City may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order Amendment.

2.1.3 The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.

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

any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

- 2.1.3.1** When practical, the City of Sedona will require that the Contractor provide estimates of cost in prior to being authorized to proceed with work. The Contractor shall give due diligence in preparing such estimates that they be complete as to a general description of the work to be performed, the type of bid items applicable to the work, unit costs, an estimate of the time required for the work, and totals for performance of the work and its various parts.
- 2.1.3.2** The City requires record drawings of work performed. This may include shop drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The Contractor shall state upon completion of the work that it has been completed and that there are no latent defects. City inspection or lack thereof shall not excuse defective work.
- 2.1.4** JOC Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Contract Services. A JOC Contractor's Representative will be assigned for each Job Order. JOC Contractor's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of JOC Contractor.

2.2 Government Approvals and Permits

- 2.2.1** Unless otherwise provided, JOC Contractor shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the City for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.). The JOC Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.
- 2.2.2** Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements. The JOC Contractor shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the City or the JOC Contractor obtained the permit license or agreement.
- 2.2.3** City shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. City will also pay City plan review and inspection fees for grading and drainage, water, sewer, and landscaping. City shall also pay for City utility design fees for permanent services.
- 2.2.4** JOC Contractor shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.
- 2.2.5** Arrangements for water required for construction purposes are the JOC Contractor's responsibility.

2.3 Pre-construction Conference

- 2.3.1** After execution of a Job Order Amendment and prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled. If the volume of Job

Order work contemplated and/or ongoing work is sufficient, the City or JOC contractor may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.

- 2.3.2** The purpose of this conference is to establish a working relationship between the JOC Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- 2.3.3** At a minimum, attendees shall include JOC Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC Contractor's safety officer official.
- 2.3.4** The Job Order Notice to Proceed date will be confirmed.

2.4 Control of the Work

The JOC Contractor shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC Contractor from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Job Order Amendment before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- 2.4.1** As part of completing work under the Job Order Amendment, the JOC Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.
- 2.4.2** Unless otherwise provided in the Job Order Amendment to be the responsibility of City or a separate contractor, JOC Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit JOC Contractor to complete the Work consistent with the Job Order.
- 2.4.3** JOC Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. JOC Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.4** Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the JOC Contractor.
- 2.4.5** JOC Contractor, its designee or the JOC Contractor's Superintendent shall be present at the Work at all times that construction activities are taking place.
- 2.4.5.1** All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

- 2.4.5.2** In the event of noncompliance of this Division 6.1, the City may require the JOC Contractor to stop or suspend the Work in whole or in part.
- 2.4.6** Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC Contractor's responsibility to ensure the Subcontractor employed for such work is approved.
- 2.4.7** Before ordering materials or doing work, the JOC Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.
- 2.4.8** The JOC Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any change order requested by the JOC Contractor void.
- 2.4.9** The Contractor shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.
- 2.4.10** Any person employed by the JOC Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by JOC Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC Contractor or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.
- 2.4.11** JOC Contractor assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.12** JOC Contractor shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, JOC Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

- 2.5.1** Throughout all phases of construction, including suspension of Work, JOC Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

- 2.5.2** JOC Contractor shall take all necessary steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.
- 2.5.3** JOC Contractor shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC Contractor shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the JOC Contractor. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the JOC Contractor.
- 2.5.5** The JOC Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this Agreement. The waste product referred to herein shall become the property of the JOC Contractor. The JOC Contractor shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.
- 2.5.6** The JOC Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The JOC Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the JOC Contractor as the JOC Contractor's representative at the site. The representative shall have full authority to act on behalf of the JOC Contractor and all communications given to the representative shall be as binding as if given to the JOC Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 2.5.7** The JOC Contractor shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.
- 2.5.8** The JOC Contractor shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.
- 2.5.9** Each work proposal presented by the JOC Contractor shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the City.

2.6 Shop Drawings, Product Data and Samples

- 2.6.1** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the

Work for which submittals are required the way the JOC Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- 2.6.2** The JOC Contractor shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved schedule as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the JOC Contractor, which are not required by the Contract Documents, may be returned without action.
- 2.6.3** The JOC Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals. Three submittals are required unless otherwise specified in the Job Order Amendment.
- 2.6.4** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the JOC Contractor represents that the JOC Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.
- 2.6.5** The JOC Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC Contractor has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The JOC Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.
- 2.6.6** The JOC Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- 2.6.7** Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 Inspection

Inspectors may be stationed on the work site to report to the City's Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC Contractor fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC Contractor to such failure or infringement but such inspection shall not relieve the JOC Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

- 2.7.2** In case of any dispute arising between the Inspector and the JOC Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be

referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC Contractor or interfere with the management of the work by the JOC Contractor.

2.7.3 Inspection or supervision by the City's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC Contractor.

2.8 Materials Testing

All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

2.8.1 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City.

2.8.2 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

2.8.3 For special inspection/testing, the City will select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing. Non-special inspection/testing will be paid by the Contractor unless otherwise agreed.

2.8.3.1 When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by the JOC Contractor.

2.8.3.2 When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

2.8.3.3 The JOC Contractor will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.4 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.5 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the JOC Contractor, unless otherwise provided in the Job Order.

2.8.6 JOC Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the JOC Contractor and paid by the JOC Contractor.

2.9 Approved Alternates

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.

- 2.9.1** After execution of the Job Order Amendment, the JOC Contractor may submit a proposal to the City for approved alternates for items referenced in plans and specs. If the City approves the proposal for alternates a Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The JOC Contractor shall submit additional information and/or samples when required.
- 2.9.2** The City's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the City's Representative shall give notice of rejection to the JOC Contractor.
- 2.9.3** The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

2.10 Project Record Document

2.10.1 During the construction period, the JOC Contractor shall maintain at the jobsite a set of project plans and specifications of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The JOC Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC Contractor shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Culvert size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 The JOC Contractor shall mark completely and accurately Record Documents prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location. JOC Contractor shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the City and utilities in the marking of their facilities.

2.10.1.3 The JOC Contractor shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.1.4 The JOC Contractor shall note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.5 The JOC Contractor shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the City or its representative for review and comment.

2.10.2 Immediately upon receipt of the reviewed Record Documents from the City, the JOC Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City:

2.10.2.1 The original copy of the Record Documents (redline mark-ups).

2.11 Project Safety

2.11.1 The industrial environment in which the JOC Contractor for the City of Sedona operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC Contractor will be required to attend a City safety briefing session at the pre-construction meeting. The session shall be attended by the City's Representative, the designated Engineering Services staff, and a JOC Contractor's representative.

2.11.2 Engineering Services makes available a packet, which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

2.11.3 JOC Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

2.11.4 JOC Contractor shall contact the City's Representative and the City Engineering Services within one hour of the occurrence of an accident or injury arising out of the JOC Contractor's work under this Agreement.

2.11.5 JOC Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC Contractor's work under this Agreement.

2.11.6 The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

2.11.7 JOC Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.8 JOC Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.9 JOC Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, JOC Contractor's Safety

Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

- 2.11.10** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC Contractor's personnel, Subcontractors and others as applicable.
- 2.11.11** JOC Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.11.12** JOC Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the City.
- 2.11.13** JOC Contractor's responsibility for safety under this Section 2.12 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 2.11.14** JOC Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All JOC Contractors and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a City of Sedona representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.

JOC Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, JOC Contractor and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Sedona for specific information relative to the type of chemicals that the City believes may be present and location of appropriate Material Safety Data Sheets.

- 2.11.15** Unless included in the Work, if the JOC Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

2.11.16 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC Contractor and the City may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

2.11.17 Upon discovery of hazardous materials the JOC Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

2.12 Warranty

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

2.12.1 Should the JOC Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the JOC Contractor hereby agrees to reimburse the City for the actual cost.

2.12.2 If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

2.12.2.1 This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC Contractor's control.

2.12.3 JOC Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC Contractor or anyone for whose acts JOC Contractor may be liable.

2.12.4 JOC Contractor's warranty obligation shall be for two (2) years unless otherwise stated in the Job Order Amendment.

2.12.5 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. JOC Contractor will provide City with all manufacturers' warranties upon Substantial Completion of each job order.

2.13 Correction of Defective Work

2.13.1 JOC Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two (2) years from the date of final acceptance of the Work or any portion of the Work by the City, or within such longer period to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.2 During the Work, JOC Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If JOC Contractor fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.13.3 JOC Contractor shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC Contractor fails to initiate necessary measures with such work within seven days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that the City will commence correction of such nonconforming Work with its own forces.
- 2.13.4 If the City does perform such corrective Work, JOC Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.
- 2.13.5 The JOC Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- 2.13.6 The two-year period referenced in Division 2.13.1 above applies only to JOC Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding JOC Contractor's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

- 3.1 **Duty to Cooperate.** City shall, throughout the performance of the Contract Services, cooperate with JOC Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate JOC Contractor's timely and efficient performance of the Contract Services and so as not to delay or interfere with JOC Contractor's performance of its obligations under the Contract Documents.
- 3.2 **Information and Services.** City shall furnish the JOC Contractor, at no cost to the JOC Contractor, the following information or services for this project:
 - 3.2.1 One copy of data pertinent to the work. However, the JOC Contractor can request from the City information required for the project.
 - 3.2.2 Project funding and budget allocations and any changes affecting the funding or budget allocations.
 - 3.2.3 For purpose of determining the Job Order Price, any Plans and Specifications.
- 3.3 **City's Representative**
 - 3.3.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC Contractor to fulfill its obligations under the Contract Documents.
 - 3.3.2 City's Representative shall also provide JOC Contractor with prompt notice if it observes any failure on the part of JOC Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.4 **Design Professional Services**
 - 3.4.1 The City may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC Contractor of their design responsibility.

3.4.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work

3.5 City's Separate Contractors

City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, JOC Contractor in order to enable JOC Contractor to timely complete the Work consistent with the Contract Documents.

Article 4 - Contract Time and Job Order Time

4.1 Contract Time

4.1.1 Contract Time shall commence on the Notice to Proceed date for this Agreement and shall be for one year with the option to extend for up to four one-year periods.

4.1.1.1 The option to extend will be exercised based on the contractor's successful performance and the needs of the City. This option to extend may be exercised at the sole discretion of the City.

4.1.1.2 A Contract Amendment will be processed for each extension and will commence on the anniversary date of the Notice to Proceed.

4.1.2 This Agreement will remain in full force and effect during the performance of any Job Order.

4.1.3 Work that has been started before the termination date of the contract can be completed after the termination date, however, no new Job Order Amendments may be issued.

4.2 Job Order Time

4.2.1 Job Orders may be issued at any time during the term of this Agreement.

4.2.2 Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.

4.2.3 JOC Contractor agrees that it will commence performance of the Work and achieve the Job Order Time.

4.2.4 Each Job Order Time shall be subject to adjustment in accordance with Article 6.

4.3 Substantial Completion

4.3.1 Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.

4.3.2 Prior to notifying the City in accordance to Division 4.3.3 below, the JOC Contractor shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The JOC Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the

responsibility of the JOC Contractor to complete all Work in accordance with the Contract Documents.

- 4.3.3 JOC Contractor shall notify the City in writing when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- 4.3.4 Within five (5) days of City's receipt of JOC Contractor's notice, City and JOC Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.3.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and JOC Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- 4.3.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.3.5 above, (ii) JOC Contractor and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and JOC Contractor agree that City's use or occupancy will not interfere with JOC Contractor's completion of the remaining Work.
- 4.4 **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance City and JOC Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The City will issue a Final Acceptance Letter after the full work is complete.

4.5 Liquidated Damages.

- 4.5.1 JOC Contractor understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Job Order, City will suffer damages, which are difficult to determine and accurately specify. The JOC Contractor agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC Contractor shall pay City the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.
- 4.5.2 The liquidated damages for each Job Order unless a specific amount has been determined in the Job Order Amendment shall be per MAG Specifications Section 108.9, Table 108-1.

Article 5- Contract Price and Job Order Price

5.1 Contract Price.

This Agreement will have a maximum amount of **\$1,625,000.**

- 5.1.1 If the City opts to extend this Agreement pursuant to Division 4.1.1, the Contract Amendment will increase the maximum amount, if necessary.

5.2 Job Order Price

- 5.2.1.** Each Job Order price is subject to adjustments made in accordance with Article 6.
- 5.2.2** The Job Order Price shall be calculated using the Unit Prices as shown in Exhibit A, a cost for any Special Items and the Cost-Coefficient.
- 5.2.2.1** Unless otherwise provided in the Contract Documents, each Job Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 5.2.2.2** The JOC Contractor guarantees to bring each Job Order within the Job Order Price or JOC Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.
- 5.2.2.3** The Unit Prices and the Cost-coefficient are subject to adjustment by Contract Amendment in accordance with Article 6.
- 5.2.3** The scope of work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the JOC Contractor. The Job Order Amendment and related documents will be given to the JOC Contractor.
- 5.2.3.1** The JOC Contractor will be asked to provide a proposal with the Job Order Price and a schedule indicating the Duration of the Work for the proposed Job Order based on the scope meeting and the provided documents.
- 5.3** If the JOC Contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard tasks in the job order. All subcontracted work shall comply with the ARS most recent requirements.
- 5.3.1** The JOC Contractor shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC Contractor to do all or part of the work under one or more job orders:
- 5.3.1.2** A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.
- 5.3.1.3** A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.
- 5.3.2** If not previously delivered to the Subcontractor, the JOC Contractor shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any job order:
- 5.3.2.1** A copy of the description of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.2** The number of units of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.3** The standard unit price for each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

Article 6 – Changes to Job Order Price and Time

6.1 Delays to the Contract Services

- 6.1.1** If JOC Contractor is delayed in the performance of the Contract Services due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC Contractor is responsible, the Job Order Times for performance shall be reasonably extended by Change Order.
- 6.1.2** The JOC Contractor shall request an increase in the Job Order Time by written notice including an estimate of probable effect of delay on progress of the Contract Services.
 - 6.1.2.1** In the case of a continuing delay only one request is necessary. However, the City reserves the right to request, and the JOC shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC shall provide the updates within three working days of the City request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.
 - 6.1.2.2** Written notice shall be received within five (5) Days of the commencement of the cause of the delay.
 - 6.1.2.3** When a written notice is received more than five (5) days after commencement of the cause of the delay, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.
- 6.1.3** By way of example, events that may entitle the JOC Contractor to an extension of the Job Order Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.4** If adverse weather conditions are the basis for a request for additional Job Order Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Also, the JOC Contractor shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.
- 6.1.5** It is understood, however, that permitting the JOC Contractor to proceed to complete any services, or any part of them, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.1.6** In addition to JOC Contractor's right to a time extension for those events set forth in this Division 6.1, JOC Contractor shall also be entitled to an appropriate adjustment of the Job Order Price provided, however, that the Job Order Price shall not be adjusted for those events set forth in this Division 6.1 that are beyond the control of both JOC Contractor and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.7** If JOC Contractor is delayed in the performance of the Contract Services due to a delay for which the City is responsible, that is unreasonable under the circumstances and that

was not within the contemplation of the parties to the contract, negotiations between the City and the JOC Contractor for the recovery of damages related to expenses incurred by the JOC Contractor may be initiated. This section shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.

6.2 Differing Site Conditions

6.2.1 If JOC Contractor encounters a Differing Site Condition, JOC Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent JOC Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. The City shall also be entitled to an adjustment due to Differing Site Conditions to one-half the beneficial impact of the Condition on the work.

6.2.2 Upon encountering a Differing Site Condition, JOC Contractor shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. JOC Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3 Errors, Discrepancies and Omissions.

6.3.1 If the JOC Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.3.2 If the JOC Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the JOC Contractor prior to clarification by the City shall be at the JOC Contractor's risk.

6.4 City Requested Change in Job Order.

The City reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

6.4.1 Such alterations and changes shall not invalidate this Agreement or the Job Order Amendment nor release the surety and the JOC Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

6.4.2 The City will request a proposal for a change in a Job Order from JOC Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on the Unit Prices, Cost-coefficient and time.

6.5 Legal Requirements.

The Job Order Price and/or Job Order Times shall be adjusted to compensate JOC Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order Amendment affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

6.6 Change Orders.

6.6.1 City and JOC Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2 All changes to a Job Order authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.7 Minor Changes in a Job Order

6.7.1 The City has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and JOC Contractor. The JOC Contractor shall carry out such written orders promptly.

6.7.2 JOC Contractor may make minor changes to a Job Order, provided, however that JOC Contractor shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by JOC Contractor.

6.7.3 Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Times.

6.8 Job Order Price Adjustments

6.8.1 The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by the Unit prices set forth in Exhibit A and the Cost-coefficient.

6.8.2 If application of such Unit Prices will cause substantial inequity to City or JOC Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.3 If City and JOC Contractor disagree upon whether JOC Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, City and JOC Contractor shall resolve the disagreement pursuant to Article 8 hereof.

6.8.3.1 As part of the negotiation process, JOC Contractor shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.3.2 If the parties are unable to agree and City expects JOC Contractor to perform the services in accordance with City's interpretations, JOC Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC Contractor (i) directing JOC Contractor to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.9 Changes to Unit Prices and Cost- coefficient

6.9.1 If a work item needs to be added to the Unit Prices shown in Exhibit A, the city will determine the new Unit Price utilizing the same method used to determine the original Unit Prices.

6.9.2 If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Unit Prices may be changed based on inflationary, deflationary and market changes at the time of the extension.

6.9.2.1 The Unit Prices will be evaluated by the City utilizing the same method used to determine the original unit pricing.

- 6.9.2.2** Unit Prices affected by the price of bituminous material and diesel fuel will be adjusted based on the Arizona State Department of Transportation price adjustment formula for bituminous material and diesel fuel.
- 6.9.2.3** The JOC Contractor may provide documentation demonstrating market changes to be considered by the City.
- 6.9.3** If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Cost-coefficient may be adjusted at the time of the extension.
- 6.9.3.1** The Cost-Coefficient will be adjusted for documented changes in taxes, bonding and insurance.
- 6.9.3.2** Adjustment for changes in the JOC Contractor's operating costs may be negotiated.
- 6.9.4** During the Contract Time between extension dates the JOC Contractor may request in writing to the City Engineer a JOC Amendment to adjust a Unit Price or the Cost-coefficient.
- 6.9.5** Unit Price adjustments will be allowed at the extension of the contract, except as otherwise specifically stated.
- 6.10** **Emergencies.** In any emergency affecting the safety of persons and/or property, JOC Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time(s) resulting from emergency work under this Section 6.10 shall be determined as provided in this Article 6.

Article 7- Procedure for Payment

7.1 Job Order Payment Request

- 7.1.1** At least five (10) working days prior to the date established for a progress payment, the JOC Contractor shall meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- 7.1.2** The Job Order Payment Request shall constitute JOC Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that all Work for which payment is requested has been incorporated into the project and is clear of all claims, liens, encumbrances and security interests. The City reserves the right to request written documents verifying the clear status of any work for which payment is requested.

7.2 Partial Payments

- 7.2.1** Partial payment will be made for Job Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.
- 7.2.2** JOC Contractor shall submit a Job Order Payment Request to the City once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Job Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.
- 7.2.3** The Job Order Payment Request may request payment only for equipment and materials incorporated into the Project.

7.2.3.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.2.3.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Yavapai County or Coconino County and be accessible for City's inspection. Title to such materials and equipment shall include applicable insurance, bonding, storage and transportation to the Site.

7.2.3.3 All bonds and insurance required for stored materials shall be in the City's name.

7.3 Payment of Job Order Price

7.3.1 Invoice Processing: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). Invoices shall be hard copy, with original signature. Electronic or facsimile signatures are not acceptable on the invoice.

7.3.1.1 The City distributes payments on every other Thursday, beginning on **10/15/2015**, unless holidays dictate otherwise.

7.3.1.2 The City's Project Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Monday, ten calendar days prior to the expected check distribution day.

7.3.1.3 For projects longer than 60 calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

7.3.2 City shall pay JOC Contractor all amounts properly due. If City determines that JOC Contractor is not entitled to all or part of a JOC Contractor Payment Request, it will notify JOC Contractor in writing within (7) days after the date JOC Contractor Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures JOC Contractor must take to rectify City's concerns. JOC Contractor and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, JOC Contractor may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.4 Retention on Job Order Payments

Pursuant to Arizona Revised Statutes Title 34-609.B (Paragraph 7): Notwithstanding paragraphs 1 through 6 (of Title 34-609.B), any other provision of this section and any other law, there is no retention for job-order-contracting construction services contracts...

7.5 Final Payment

7.5.1 After receipt of a final JOC Contractor Payment Request, City shall make final payment ~~including retention~~ as prescribed in this Article, provided that JOC Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2 At the time of submission of its final JOC Contractor Payment Request for each job order, JOC Contractor shall provide the following information:

7.5.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or

incurred for or in connection with the Work which will in any way affect City's interests;
and

- 7.5.2.2** A general release executed by JOC Contractor waiving, upon receipt of final payment by JOC Contractor, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.6 Payments to Subcontractors or Supplier

- 7.6.1** JOC Contractor shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The JOC Contractor shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between JOC Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

- 7.6.2** If the JOC Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and JOC Contractor agrees that the City may take such actions:

- 7.6.2.1** To hold the JOC Contractor in default under this Agreement;

- 7.6.2.2** Withhold future payments ~~including retention~~ until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

- 7.6.2.3** Reject all future offers to perform work for the City from the JOC Contractor for a period not to exceed one year from Substantial Completion date of this Project; or

- 7.6.2.4** Terminate this agreement.

- 7.6.3** If JOC Contractor's payment to a Subcontractor or supplier is in dispute, JOC Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the JOC Contractor and Subcontractor or supplier agree to implement the resolution within seven (7) calendar days from the resolution date.

- 7.6.4** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

- 7.6.5** JOC Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

- 7.7.1** Records of the JOC Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the City and JOC Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The City reserves the right to review and comment upon the adequacy of the account records.

- 7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the JOC Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.
- 7.7.3 The City reserves the right to decrease Contract provisions regarding account records, Price and/or payments made on this Agreement and also require reimbursement if, upon audit of the JOC Contractor's records, the audit discloses the JOC Contractor has provided false, misleading, or inaccurate cost and pricing data.
- 7.7.4 The JOC Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 7.7.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Article 8- Claims and Disputes

8.1 Requests for Contract Adjustments and Relief.

- 8.1.1 If either JOC Contractor or City believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.1.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.1.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The amount of claim compensation cannot include compensation for factors occurring more than 21 days before the claim.

8.2 Dispute Avoidance and Resolution

- 8.2.1 The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC Contractor and City shall in good faith work to resolve such disputes or disagreements in conformance with the procedures specified in this contract.
- 8.2.2 JOC Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between JOC Contractor's Representative and City's Representative.
- 8.2.3 If a dispute or disagreement cannot be resolved through JOC Contractor's Representative and City's Representative within fifteen (15) days from the date any party gives notice to

the other, JOC Contractor's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement.

8.3 Duty to Continue Performance Unless provided to the contrary in the Contract Documents, JOC Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations which are not in dispute to JOC Contractor, pending the final resolution of any dispute or disagreement between JOC Contractor and City.

8.4 Representatives of the Parties

8.4.1 City's Representatives

8.4.1.1 City designates the individual listed below as the City's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

Mr. J. Andy Dickey, PE, Director of Public Works/City Engineer
102 Roadrunner Drive
Sedona, AZ 86336, 928-203-5039

8.4.1.2 The City designates the individual listed below as the City's Representative who will manage the Job Order.

Mr. David Peck, EIT
Associate Engineer
102 Roadrunner Drive
Sedona, AZ 86336, Phone: 928-204-7108 Fax: 928-282-5348

8.4.2 JOC Contractor's Representatives

8.4.2.1 JOC Contractor designates the individual listed below as the JOC Contractor's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.2.3:

Herb Tiffany, III, President
Tiffany Construction Company
75 Kallof Place
Sedona, AZ 86336 Office Phone (928) 204-9817, Cell Phone (928) 220-0476

Phone:

8.4.2.2 JOC Contractor will designate an individual for each Job Order as the JOC Contractor's Representative.

Article 9 – Suspension and Termination

9.1 City's Right to Stop Contract Services

9.1.1 City may, at its discretion and without cause, order JOC Contractor in writing to suspend the Work on a Job Order. The JOC Contractor is responsible for site security and protection during a suspension unless otherwise stated in writing by the City. Payment for such work during suspension shall be subject to the compensation provisions of this contract.

9.1.2 JOC Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

9.2 Termination for Convenience

9.2.1 Upon receipt of written notice to JOC Contractor, City may, at its discretion and without cause, elect to terminate this Agreement or any Job Order.

9.2.2 If the City suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.3 Upon receipt of written notice of termination of this Agreement or any Job Order, the JOC Contractor shall proceed with the following obligations.

9.2.3.1 Stop Work as specified in the notice.

9.2.3.2 Place no further subcontracts or orders.

9.2.3.3 Terminate all subcontracts to the extent they relate to the work terminated.

9.2.3.4 Assign to the City all right, title and interest of the JOC Contractor under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

9.2.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of the JOC Contractor and in which the City has or may acquire an interest.

9.2.4 The JOC Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.2.5 The City shall pay JOC Contractor the following:

9.2.5.1 The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Job Order, unless approved by change order.

9.2.5.2 The reasonable costs and expenses attributable to such termination.

9.2.5.3 JOC Contractor shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the JOC Contractor would have sustained a loss on the entire Contract Services had they been completed, the JOC Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.2.6 The JOC Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

9.3 City's Right to Perform and Terminate for Cause

9.3.1 If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to

comply in a time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

- 9.3.2** If JOC Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.3.3 and 9.3.4 below.
- 9.3.3** Upon the occurrence of an event set forth in Division 9.3.2 above, City may provide written notice to JOC Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.1** If JOC Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to JOC Contractor of its intent to terminate within an additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.2** If JOC Contractor, within the second period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to JOC Contractor of such declaration.
- 9.3.4** Upon declaring the Agreement terminated pursuant to Subdivision 9.3.3.2 above, City may for all Job Orders enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which JOC Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.3.5** In the event of such termination, JOC Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the JOC Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.3.6** If City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then JOC Contractor shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from JOC Contractor's default.
- 9.3.7** If City terminates this Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

Article 10 - Insurance and Bonds

10.1 Insurance Requirements

10.1.1 Concurrently with the execution of this Agreement, the JOC Contractor shall furnish the City of Sedona a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the state of Arizona. The City shall be named as additional insured on liability policies

10.1.2 JOC Contractor, Subcontractors and Subconsultants shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the JOC Contractor, his agents, representatives, employees, or Subcontractors.

10.1.3 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The limits on the insurance renew upon each extension of the contract, and shall not be cumulative over the life of the contract.

10.1.4 The City in no way warrants that the minimum limits contained herein are sufficient to protect the JOC Contractor from liabilities that might arise out of the performance of the Contract Services under this Agreement by the JOC Contractor, his agents, representatives, employees, Subcontractors or Subconsultants and JOC Contractor is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. JOC Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

10.2.1 Commercial General Liability-Occurrence Form (Each Occurrence)

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000

10.2.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles (Each Occurrence)

(Form CA 0001, Ed 12/93 or any replacement thereof)

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
-----------------------------------------------------------------------------	-------------

10.2.3 Workers Compensation and Employers Liability (Each Occurrence)

Workers Compensation Statutory

Employers Liability: Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

10.2.4 Builders' Risk Insurance (Course of Construction)

To be provided in the amount of 50% of the annual total or the annual total on the JOC.

10.3 Self-Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Sedona. JOC Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Sedona, at its option, may require JOC Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.4 Other Insurance Requirements

The policies are to contain, or be endorsed to contain, the following provisions:

10.4.1 Commercial General Liability and Automobile Liability Coverages

10.4.1.1 The City of Sedona, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the JOC Contractor including the City's general supervision of the JOC Contractor; products and completed operations of the JOC Contractor; and automobiles owned, leased, hired, or borrowed by the JOC Contractor.

10.4.1.2 The JOC Contractor's insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of explosion, collapse, or underground property damage hazards (XCU) coverage.

10.4.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by the JOC Contractor even if those limits of liability are in excess of those required by this Agreement. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc.'s (ISO) additional insured, form B CG 20 10 11 85.

10.4.1.4 The JOC Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the JOC Contractor and shall not contribute to it.

10.4.1.5 The JOC Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4.1.6 Coverage provided by the JOC Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.4.1.7 All policies, except Professional Liability, shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed by the JOC Contractor for the City.

10.4.2 Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the JOC Contractor for the City.

10.4.3 Builders Risk Insurance (Course of Construction): required if subject contract involves any construction of buildings, building improvements, and civil works construction (storm drain, pipes, culverts and similar facilities) in whole or part. In addition, JOC Contractor bears all responsibility for loss to all work being performed or under construction.

10.4.3.1 Builders Risk Insurance shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Sedona, has an insurable interest in the property required to be covered.

10.4.3.2 The builders' risk insurance shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.4.3.3 This insurance shall include as named insureds, the City of Sedona, the JOC Contractor, Subcontractors, Sub-consultants and/or others with an insurable interest in the work.

10.4.3.4 This insurance shall be written on a Special Causes of Loss basis (minimally including the perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), replacement cost basis and shall include coverage for flood and earthquake.

10.4.3.5 All rights of subrogation are hereby waived against the City of Sedona, its officers, officials, agents and employees.

10.4.3.6 Builders' Risk Insurance must provide coverage from the time any covered property becomes the JOC Contractor's responsibility, and continuing without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off site.

10.4.3.7 JOC Contractor is responsible for payment of all deductibles under the builder's risk policy.

10.5 Sub-consultant's and Subcontractor's Insurance

JOC Contractors' certificates shall include all subcontractors as insureds under its policies or JOC Contractor shall furnish obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be sufficient to cover all of its work performed herein.

10.6 Notice Of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

**City of Sedona, Public Works
Mr. David Peck, Associate Engineer
102 Roadrunner Drive
Sedona, Arizona 86336**

10.7 Acceptability Of Insurers

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the JOC Contractor from potential insurer insolvency.

10.8 Verification of Coverage

10.8.1 JOC Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

10.8.2 All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builder's Risk Insurance, which will be received and approved as provided in Division 10.2.4. Each insurance policy required by this Agreement must be in effect at or prior to the earlier of commencement of Contract Services under the Contract Documents or the signing of this Agreement except for Builder's Risk Insurance which must be in effect prior to commencement to Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.8.3 All certificates of insurance required by this Agreement shall be sent directly to the City of Sedona, City Maintenance Superintendent. The project number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.8 Approval

Any modification or variation from the insurance requirements in this Agreement shall be approved by the City of Sedona City Attorney, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

10.10 Bonds and Other Performance Security.

10.10.1 Prior to execution of each individual Job Order agreement, the contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order.

10.10.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.10.3 The bonds shall be made payable and acceptable to the City of Sedona.

10.10.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.10.4.1 If one Power of Attorney is submitted, it shall be for twice the total Job Order Price.

10.10.4.2 If two Powers of Attorney are submitted, each shall be for the total Job Order Price. Personal or individual bonds are not acceptable.

10.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the JOC Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.10.6 All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

Article 11 - Indemnification

11.1 JOC Contractor's General Indemnification

To the fullest extent permitted by law, JOC Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Sedona, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by JOC Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

11.2 Insurance Provisions Separate

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11.3 Intellectual Property

The JOC Contractor shall pay all royalties and license fees associated with its performance of services herewith. The JOC Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the JOC Contractor has reason to believe that the required design, process or product is an infringement of a patent, the JOC Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

Article 12 – General Provisions

12.1 Interpretation and Intent

12.1.1 The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Job Order Times for the Job Order Prices. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are

listed in the definition of Contract Documents in Article 1. On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3 The Contract Documents form the entire agreement between City and JOC Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

City and JOC Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

City and JOC Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation And Further Documentation

The JOC Contractor agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.5.1 Assignment

Neither JOC Contractor nor City shall, without the written consent of the other, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.6 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

12.7 Construction Methods

If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic (pedestrian and vehicular), clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to comply in the time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

12.8 Utility Relocations for Construction Methods

~~If any utility is relocated or rebuilt to accommodate the JOC Contractor's construction methods and available equipment, the total cost of the work up to \$3000 shall be borne by the JOC Contractor (see Section 2.2.5).~~

12.9 Damaged Utilities during Construction

Any utilities damaged during construction shall be replaced at the JOC Contractor's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

12.10 Successorship

JOC Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns. City does reserve the right to terminate the contract upon reassignment without penalty.

12.11 Conflict In Language

All services performed shall conform to all applicable City of Sedona codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Agreement and those in exhibits, the provisions in this Agreement shall prevail.

12.12 Third Party Beneficiary

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the JOC Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the JOC Contractor and not for the benefit of any other party.

12.13 Governing Law

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Yavapai County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.14 Severability

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.15 Legal Requirements

JOC Contractor shall perform all Contract Services in accordance with all Legal Requirements and shall provide all notices applicable to the Contract Services as required by the Legal Requirements.

12.16 Independent Contractor

The JOC Contractor is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the JOC Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the JOC Contractor shall follow the wishes of the City as to the results of the work only. These results shall comply with all applicable laws and ordinances.

12.17 City's Right Of Cancellation

All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Sedona pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.18 Survival

All warranties, representations and indemnifications by the JOC Contractor shall survive the completion or termination of this Agreement.

12.19 Covenant Against Contingent Fees

The JOC Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.20 No Waiver

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.21 Headings

The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.22 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To City:	Mr. J. Andy Dickey, PE, City Engineer City of Sedona 102 Roadrunner Drive Sedona, Arizona 86336
----------	----------------------------------------------------------------------------------------------------------

To JOC Contractor:	Herb Tiffany, III, President Tiffany Construction Company 75 Kallof Place Sedona, AZ 86336
--------------------	-----------------------------------------------------------------------------------------------------

12.23 Equal Employment Opportunity

During the performance of this contract the JOC Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

12.24 Hazardous Materials

Upon discovery of hazardous materials the JOC Order Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

12.25 Traffic Control

- a. Complete street closures will not be permitted unless specified in the Special Provisions. The timing and sequence of street closures shall be approved by the City Engineer or designee at least 30 days prior to the closure. This approval is necessary to provide coordination with other roadway projects and special events. Restrictions of parking, revision of speed limits, and road closures anticipated for the work shall be clearly disclosed in the Job Order Amendment, and shall be considered not necessary if not mentioned.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Job Order Contractor throughout the duration of the project. All traffic control shall be in accordance with the M.U.T.C.D. or as per the approved barricade plan unless otherwise specified in the Special Provisions.
- c. The JOC Contractor shall submit a construction schedule and a traffic control plan to the Project Manager (or designee) for approval and/or modification at least three (3) working days before construction is initiated. For purpose of this requirement, working days are Monday through Thursday, excluding City recognized holidays.
- d. JOC Contractor will comply with all provisions of the M.U.T.C.D. and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

12.26 Material Source

No material source has been designated by the City for use on this project.

12.27 Native Plants

The JOC Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements

and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

12.28 Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12.29 Responsibility for Privilege (Sales) Taxes

The contractor shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

12.30 Loss and Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

12.31 Rights-of-Way

The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the City, as indicated in the plans and/or Special Conditions, are the responsibility of the JOC Contractor.

12.32 Existing Traffic and Street Signs and Traffic Signal Equipment

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the City Project Manager (928-204-7108) 48 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Project Manager when underground conduit is to be severed by excavations at the intersection. The City Project Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours-notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The City Project Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the City Maintenance Superintendent for the repair

and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

12.33 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, pursuant to ARS 38-506/511.A, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

CITY OF SEDONA, ARIZONA

**Drainage Improvements JOC
CONTRACT NO. 17-D-01**

AGREEMENT

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The JOC Contractor agrees that this Contract, as awarded, is for the stated work and understands that payment for the work will be made on the basis of the indicated amount, per the terms and conditions of this contract.

CITY OF SEDONA, ARIZONA,

JOC CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(SEAL)
ATTEST:

(SEAL)
ATTEST:

Name: _____

Name: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A (Revised for Addendum No. 4 on 10/27/2015)

City of Sedona Drainage Improvement Projects
Unit Price Sheet

Coffee Pot Basin Drainage Improvements

Item No.	Description	Unit	Unit Price
105-1	Construction Stakes, Lines, & Grades (CB Phase)	LS	3,540.00
105-1	Construction Stakes, Lines, & Grades (CPC Phase)	LS	1,970.00
105-1	Construction Stakes, Lines, & Grades (GH Phase)	LS	7,290.00
105-1	Construction Stakes, Lines, & Grades (LE Phase)	LS	6,890.00
105-2	Coordination with Utility Companies (CB Phase)	LS	180.00
105-2	Coordination with Utility Companies (CPC Phase)	LS	100.00
105-2	Coordination with Utility Companies (GH Phase)	LS	369.00
105-2	Coordination with Utility Companies (LE Phase)	LS	349.00
106-1	Quality Control and Testing (CB Phase)	LS	3,340.00
106-1	Quality Control and Testing (CPC Phase)	LS	1,860.00
106-1	Quality Control and Testing (GH Phase)	LS	6,870.00
106-1	Quality Control and Testing (LE Phase)	LS	6,500.00
107-1	Storm Water Pollution Prevention Plan (CB Phase)	LS	3,900.00
107-1	Storm Water Pollution Prevention Plan (CPC Phase)	LS	2,170.00
107-1	Storm Water Pollution Prevention Plan (GH Phase)	LS	8,020.00
107-1	Storm Water Pollution Prevention Plan (LE Phase)	LS	7,590.00
107-2	Protect Existing Wall in Place	LS	314.00
107-3	Protect Existing Landscaping in Place	EA	108.00
107-3	Protect Existing Mailbox in Place (GH and LE Phases)	EA	340.00
107-4	Protect Existing Planter in Place	LS	786.00
107-4	Replace Existing Private Rock Retaining Wall Type 1 in Kind (GH Phase)	LF	23.80
107-5	Protect Existing Sign in Place	EA	524.00
107-5	Replace Existing Driveway Pavers in Kind (GH Phase)	LS	1,640.00
107-5	Replace Wooden Fence in Kind (LE Phase)	LS	887.00
107-6	As-Built Preparation (CB Phase)	LS	1,640.00
107-6	As-Built Preparation (CPC Phase)	LS	909.00
107-6	As-Built Preparation (GH Phase)	LS	3,360.00
107-6	As-Built Preparation (LE Phase)	LS	3,180.00
107-6	Replace Existing Landscaping Rock in Kind (GH Phase)	LS	510.00
107-6	Repave Concrete Driveway in Kind (LE Phase)	EA	987.00
107-7	Replace Wooden Fence in Kind (GH Phase)	LS	296.00
107-7	Protect Existing Concrete Driveway in Place (LE Phase)	EA	157.00
107-8	Replace Existing Private Rock Retaining Wall Type 2 in Kind (GH Phase)	LF	86.30
107-9	Protect Existing Fence in Place (GH Phase)	LS	314.00
109-1	Mobilization (CB Phase)	LS	7,600.00
109-1	Mobilization (CPC Phase)	LS	7,600.00
109-1	Mobilization (GH Phase)	LS	7,600.00
109-1	Mobilization (LE Phase)	LS	13,100.00
109-2	Demobilization (CB Phase)	LS	6,060.00

Item No.	Description	Unit	Unit Price
109-2	Demobilization (CPC Phase)	LS	6,060.00
109-2	Demobilization (GH Phase)	LS	6,060.00
109-2	Demobilization (LE Phase)	LS	10,900.00
201-1	Clearing and Grubbing (CB Phase)	LS	4,970.00
201-1	Clearing and Grubbing (CPC Phase)	LS	432.00
201-1	Clearing and Grubbing (GH Phase)	LS	864.00
201-1	Clearing and Grubbing (LE Phase)	LS	15,300.00
201-2	Remove Existing Tree	EA	974.00
210-1	Basin Excavation and Export (LE Phase)	CY	23.30
211-1	Fill to 95% Proctor, 3" Lanscaping Rock (CPC Phase)	LS	1,880.00
211-1	Fill to 95% Proctor (GH Phase)	CY	29.00
211-1	Compacted Backfill (LE Phase)	CY	13.00
215-1	Channel Grading	CY	46.20
220-1	Riprap Channel (CB Phase)	CY	91.00
220-1	Riprap; D50 = 9" (GH Phase)	CY	91.00
220-2	Rock Check Structure Per ADOT Std Dtl ES10 (CB Phase)	EA	182.00
221-1	Riprap; D50 = 12" (LE Phase)	CY	91.00
221-2	Riprap; D50 = 18" - Grouted (LE Phase)	CY	191.00
221-3	Grout Existing Riprap (LE Phase)	CY	100.00
336-1	AC Pavement Removal and Replacement per Detail	SY	64.00
350-1	Remove Existing Channel Lining (CB Phase)	LS	1,840.00
350-1	Remove Existing 30" DIA CMP (CPC Phase)	LF	13.50
350-1	Remove Existing 36" DIA CMP (LE Phase)	LF	16.20
350-2	Remove 48" DIA CMP (CB Phase)	LF	17.00
350-2	Remove Existing Headwall (CPC Phase)	EA	1,410.00
350-2	Remove Existing Bank Protection (LE Phase)	CY	187.00
350-3	Remove Existing 35" x 24" Driveway CMPA (CB Phase)	LF	13.00
350-4	Remove Existing Headwall (CB Phase)	EA	1,040.00
401-1	Traffic Control (CB Phase)	LS	1,440.00
401-1	Traffic Control (CPC Phase)	LS	25,200.00
401-1	Traffic Control (GH Phase)	LS	36,500.00
401-1	Traffic Control (LE Phase)	LS	47,700.00
420-1	Replace Chain Link Fence and Gate in Kind (GH Phase)	LF	34.00
430-1	Hydroseed	SF	0.20
430-2	Plant 15 gallon Tree	EA	317.00
505-1	Install Drop Structure - Same Structure as Item 900-1 in CB Phase	EA	56,000.00
505-1	Construct Headwall per Detail (CPC Phase)	EA	7,800.00
505-1	Install Drop Inlet per Structural Details (Alt 1)	LS	37,500.00
505-2	Install Drop Inlet per Structural Details (Alt 2)	LS	47,000.00
505-4	Construct Headwall per Detail (CB Phase)	EA	15,100.00
601-1	Protect Existing Private Water Service Lines in Place	EA	386.00
601-2	Protect Existing Utility in Place	EA	241.00
601-3	Protect New 72" Pipe Against Stormwater Damage During Const. (CB Phase)	LS	697.00
601-3	Protect New 72" Pipe Against Stormwater Damage During Const. (CPC Phase)	LS	387.00
601-3	Protect New 72" Pipe Against Stormwater Damage During Const. (GH Phase)	LS	1,360.00
601-3	Protect New 72" Pipe Against Stormwater Damage During Const. (LE Phase)	LS	1,430.00

Item No.	Description	Unit	Unit Price
604-1	Install Slurry Backfill per Detail	LF	352.00
610-1	Encase Existing Utility	LF	76.00
621-1	Install 72" Diameter SRP (CB Phase)	LF	216.00
621-1	Install 72" Diameter CMP (CB Phase)	LF	253.00
621-1	Install 72" Diameter SRP (CPC Phase)	LF	301.00
621-1	Install 72" Diameter CMP (CPC Phase)	LF	481.00
621-1	Install 72" Diameter SRP (GH Phase)	LF	298.00
621-1	Install 72" Diameter CMP (GH Phase)	LF	353.00
621-1	Install 72" Diameter CMP (LE Phase)	LF	496.00
621-1	Install 48" Diameter CMP and Connect to 72" SD per Detail (CB Phase)	LF	338.00
621-1	Install 35" x 24" CMPA (CB Phase)	LF	214.00
621-2	Install Temporary Pipe End Cap per Detail	EA	1,530.00
621-2	Remove Interim Storm Drain End Cap and Return to the City (LE Phase)	EA	672.00
621-3	Remove Interim Storm Drain End Cap and Install at Project Ending	EA	672.00
621-4	Remove and Replace 18" CMP (CPC Phase)	LF	80.60
621-4	36" DIA CMP (LE Phase)	LF	260.00
621-5	Install 48" Access Riser per Detail	EA	4,810.00
621-6	Interim CMP Connection per Detail (CPC Phase)	LF	316.00
621-6	Interim CMP Connection per Detail 5, DWG No. D-2 (GH Phase)	LF	307.00
621-7	30" CMP (CPC Phase)	LF	211.00
621-8	CMP Cap - 30" (CPC Phase)	EA	1,210.00
801-1	Class B Gravel Road (LE Phase)	SY	30.00
801-2	Gabion Baskets; 3'x3'x6' (LE Phase)	CY	208.00
801-3	Gabion Mattress; 18" Thick (LE Phase)	CY	176.00
801-3	Landscaping (LE Phase)	LS	0.00
900-1	Install Drop Structure	LS	21,800.00
	Asphalt Concrete - 3" (GH and LE Road Replacements)	SY	23.50
	8" Thick A.B. Road Base (GH and LE Road Replacements)	SY	18.40

Soldier Wash - Portal Lane Crossing - Demolition

Item No.	Description	Unit	Unit Price
1	Sawcut, remove and dispose AC pavement	SY	11.50
2	Sawcut, remove and dispose concrete apron	SF	8.70
3	Sawcut, remove and dispose concrete drainage apron	SF	14.00
4	Sawcut, remove and dispose curb and gutter	LF	18.00
5	Remove and salvage gabions	CY	18.00
6	Sawcut, remove and dispose retaining wall	LF	105.00
7	Protect drainage pipe in place	EA	162.00
8	Remove and salvage jersey barriers	EA	165.00
9	Remove and dispose box culvert, railing and rock wall	LS	18,600.00
10	Remove 6" sewer line	LS	1,190.00
11	Remove and dispose tree	EA	1,230.00
12	Protect in place	LS	3,540.00
13	Remove and salvage El Portal menu stand	EA	144.00

Soldier Wash - Portal Lane Crossing - Construction

14	Construct 6" PVC sewer line	LF	121.00
15	Install cleanout per MAG 441	EA	419.00
16	Relocate APS junction box and lines	LS	3,580.00
17	Relocate Century Link lines	LS	3,480.00
18	Structure excavation	CY	18.00
19	Structure backfill	CY	20.00
20	Subgrade preparation	SY	20.00
21	6" aggregate base course under box culvert	T	83.00
22	Construct Precast Type 1 concrete box culvert at Portal Lane	LS	153,000.00
23	Construct poured in place north headwall and curb	CY	1,240.00
24	Construct poured in place south headwall and curb	CY	740.00
25	Construct wingwall cmu retaining wall	LF	992.00
26	Construct headwall extension concrete retaining wall	CY	3,940.00
27	Construct fill in cmu retaining wall	LF	481.00
28	Construct 6" concrete culvert apron	SF	13.00
29	Construct 6" concrete drainage apron	SF	14.00
30	Construct 6" vertical curb and gutter	LF	48.00
31	3" - 5" Aggregate base course at box culvert	T	73.00
32	6" Aggregate base course	T	69.00
33	3" Asphalt concrete	SY	44.00
34	Construct gabion mattress channel bottom protection - 18" Thick	CY	177.00
35	Construct gabion channel bank protection	CY	209.00
36	Construct gabion bank protection using saved gabions	CY	165.00
37	Replace saved jersey barriers	EA	135.00
38	Replace El Portal menu stand	EA	144.00
39	Mobilization	LS	15,200.00
40	Traffic Control	LS	1,080.00
41	Erosion Control	LS	5,030.00
42	Quality Assurance and Quality Control Testing	LS	7,300.00
43	Construction Staking	LS	16,200.00

Item No.	Description	Unit	Unit Price
44	As-built preparation	LS	2,420.00

Soldier Wash - Pedestrian Bridge Crossing - Demolition

1	Sawcut, remove and dispose concrete	SF	4.00
2	Sawcut, remove and dispose retaining wall	LF	46.00
3	Remove and salvage jersey barriers	EA	219.00
4	Stabilize and support building	LS	71,500.00
5	Remove and dispose box culvert and rock wall railing	LS	14,700.00
6	Remove and dispose tree	EA	1,120.00
7	Protect in place	LS	1,860.00

Soldier Wash - Pedestrian Bridge Crossing - Construction

8	Relocate gas line	LS	6,410.00
9	Relocate water service line	LS	7,280.00
10	Structure excavation	CY	28.00
11	Structure backfill	CY	49.00
12	Subgrade preparation	SY	21.00
13	6" aggregate subbase under box culvert	T	86.00
14	Construct Precast Type 1 concrete box culvert	LS	86,100.00
15	Construct poured in place headwalls	CY	985.00
16	Construct wingwall cmu retaining wall	LF	713.00
17	Construct fill in cmu retaining wall	LF	1,080.00
18	Construct concrete fill in between wall and jersey barrier	LS	1,440.00
19	4" thick concrete walkway surface	SF	9.80
20	Construct gabion mattress channel bottom protection - 18" Thick	CY	176.00
21	Construct gabion bank protection using saved gabions	CY	165.00
22	Replace saved jersey barriers	EA	165.00

Soldier Wash - Future Phase - Not Designed Yet

	Excavation of Existing Drainage Channel for Increased Capacity	CY	13.00
--	----------------------------------------------------------------	----	-------



LEGEND

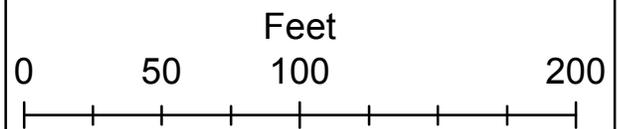
 Coffee Pot Crossing Phase

 Parcels

GRASSHOPPER LANE

COFFEE POT DRIVE

JACKRABBIT LANE



Project Location Map
Coffee Pot Drainage Project
Coffee Pot Crossing Phase

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.

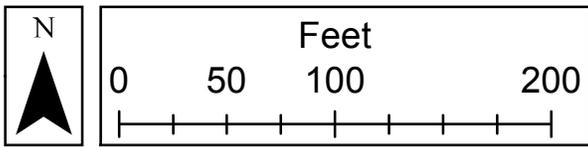
Page 69

THIS PAGE INTENTIONALLY LEFT BLANK.



LEGEND

-  Phase IV Channel Improvements
-  Parcels



Project Location Map
Brewer Road/Tlaquepaque Drainage Project
Phase IV - Channel Improvements

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.

Page 71

THIS PAGE INTENTIONALLY LEFT BLANK.



**CITY COUNCIL
AGENDA BILL**

**AB 2093
July 12, 2016
Consent Items**

Agenda Item: 3f

Proposed Action & Subject: Approval of a resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) for contribution of \$325,000 in drainage funds to be used for the Coffee Pot Crossing Drainage Project.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	October 14, 2014 (Design Contract) July 14, 2015 (Previous IGA)
Exhibits:	A. Map of the Coffee Pot Crossing Drainage Project B. Proposed Resolution authorizing the new IGA C. Proposed IGA

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a resolution authorizing an IGA with YCFCD.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

The City continues to make flood control improvements a priority. A portion of tax money collected by the Yavapai County Flood Control District (YCFCD) and allocated for flood control is contributed to the City for flood control related projects. The City successfully leverages County flood control funds to complete flood control improvement projects. During FY 2016/2017, the County funds will cover 76.5 percent of the Coffee Pot Crossing Drainage Project.

Background: Since the mid 1990's, the YCFCD has provided the City funds for flood control studies and projects located in the Yavapai County portion of the City on an annual basis.

Consideration:

- The amount contributed by the YCFCD is based on specific projects requested for funding by the City and not allocated to the City on a dollar-for-dollar basis.

- In order for the City to accept the funds and agree to the terms and conditions for their use, an Intergovernmental Agreement (IGA) is needed.
- The IGA details each party's responsibilities related to the use of the funding, including the amount of the funding, fiscal year restrictions for its use, and the necessity for projects to be located within Yavapai County for flood mitigation meeting FEMA regulations.
- The resolution and IGA for City Council consideration provides the mechanism for the City to be reimbursed \$325,000 by the YCFCD for a portion of the Coffee Pot Crossing Drainage Project construction in FY 2016/2017.

FY 2016/2017 Project:

- The Coffee Pot Crossing Drainage Project is the second phase of the Coffee Pot Drainage Basin Improvements Project, and will begin where the Casa Bonita Drainage Project ended.
- The Casa Bonita Drainage Project (first phase) was completed in FY 2015/2016.
- The project under this IGA will cross under Coffee Pot Drive and head in a westerly direction down a portion of Grasshopper Lane.
- The design for the project is currently 100% complete, and construction is expected to begin in September 2016, with utility relocation work beginning in July 2016.
- The construction is budgeted in FY 2016/2017 in the amount of \$425,000. This budgeted amount assumes the use of \$325,000 in drainage funds from YCFCD with the City's expense being \$100,000.
- Additional projects further upstream include the Grasshopper Lane Phase and the Little Elf Phase.

The Yavapai County Board of Directors is scheduled to tentatively approve their budget on July 6, 2016. The YCFCD has requested that the IGA be approved by Sedona City Council prior to Yavapai County's final approval at their August 3, 2016 meeting.

Community Plan Compliant: Yes - No - Not Applicable

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

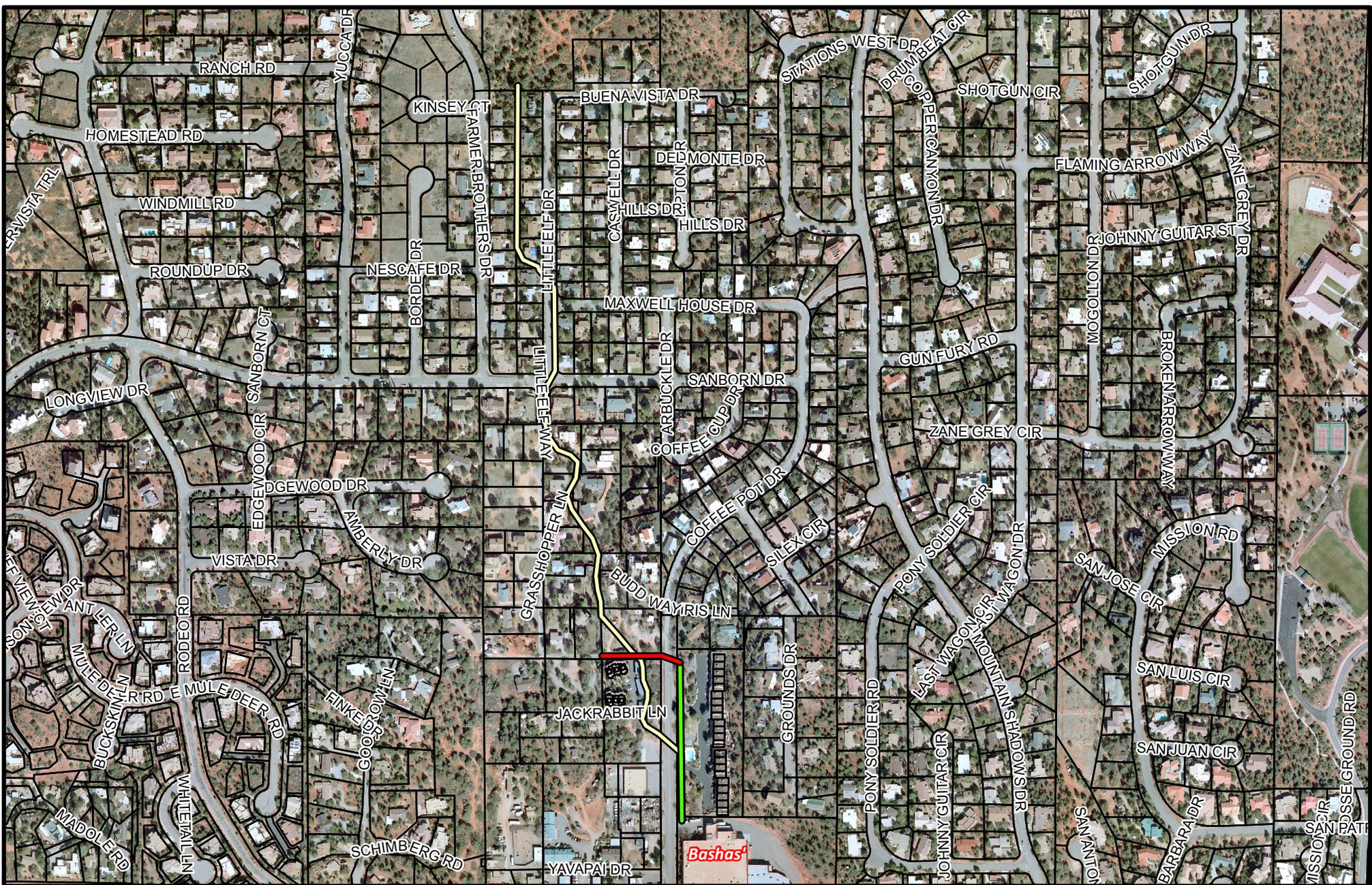
Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): If the funds are not received, it will be necessary to use additional General Fund dollars for construction of the project, which has the potential to delay other CIP projects.

MOTION

I move to: approve Resolution No. 2016-____ authorizing the execution of an Intergovernmental Agreement between the City of Sedona and the Yavapai County Flood Control District contributing \$325,000 in drainage funds to be used for the Coffee Pot Crossing Drainage Project.

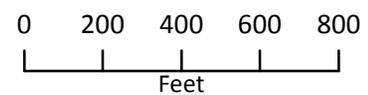
THIS PAGE INTENTIONALLY LEFT BLANK.



Project Location Map

Coffee Pot Crossing Drainage Project

- Coffee Pot Crossing Drainage Project (Phase II)
- Casa Bonita Project (Phase I) - Completed
- Existing Wash



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.

THIS PAGE INTENTIONALLY LEFT BLANK.

RESOLUTION NO. 2016 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT TO PROVIDE FUNDS TO THE CITY IN THE APPROXIMATE AMOUNT OF THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000) TO BE USED BY THE CITY TO FUND THE COFFEE POT CROSSING DRAINAGE PROJECT; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Sedona ("City") and the Yavapai County Flood Control District ("District") have reached an intergovernmental agreement concerning the distribution of a portion of *ad valorem* taxes paid by City residents for flood control projects, including storm water control; and

WHEREAS, the District is authorized to expend funds for flood control projects pursuant to ARS § 48-3603.C.7 and reimburse municipalities for such work, and has approved and budgeted such funds for the City in the approximate amount of \$325,000 for fiscal year 2016-2017, to be used by the City to fund the Coffee Pot Crossing Drainage Project within the Yavapai County portion of the City; and

WHEREAS, the City is authorized by ARS § 9-240.B.5 to perform this work, and the District may enter into an appropriate intergovernmental agreement under ARS § 48-3603.C.9; and

WHEREAS, the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by ARS § 11-952.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Yavapai County Flood Control District to provide funds in the approximate amount of three hundred twenty-five thousand dollars (\$325,000) for the Coffee Pot Crossing Drainage Project, and the Mayor is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 12th day of July, 2016.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF SEDONA
FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF SEDONA, FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this ___ day of ____, 2016, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the City of Sedona, Arizona, a municipal corporation of the State of Arizona (the "CITY"). The District and the City are sometimes collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS:

- A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.
- B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.
- C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.
- D. A portion of the CITY lies within the legal boundaries of the DISTRICT.
- E. The DISTRICT, the CITY, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.
- F. The DISTRICT and the CITY have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") §§11-952, 48-3603, and 9-240, and CITY's Code.
- G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.
- H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter

“Funds”) has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

- I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.
- J. The CITY has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the CITY.
- K. The CITY seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing the Coffee Pot Crossing Project (hereinafter the “Project”).
- L. The CITY desires to receive DISTRICT Funds for the 2016/2017 fiscal year to be used for its Project.
- M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) for fiscal year 2016/2017 which begins on July 1, 2016.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the CITY Funds in support of the CITY’s Project. Such funding for fiscal year 2016/2017 shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

- A. The completion of the Project as determined by the CITY;
- B. The exhaustion of the Funds allocated to the CITY for the Project;
- C. The end of the fiscal year 2016/2017; or
- D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The CITY shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2016/2017.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2017 (for work completed in fiscal year 2016/2017).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the CITY for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the CITY.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the CITY and DISTRICT.
4. Pay properly invoiced requests for work completed by the CITY in fiscal year 2016/2017 so long as CITY's requests are received by the DISTRICT on or before July 31, 2017.

C. The DISTRICT and CITY mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.
2. The Project is the sole responsibility of the CITY, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the CITY limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The CITY agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors,

the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the City, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

- A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

CITY OF SEDONA
City Manager
102 Roadrunner Drive
Sedona, AZ 86336

DISTRICT
Yavapai County Flood Control District Director
1120 Commerce Drive
Prescott, AZ 86305

- B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.
- C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.
- D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject

to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

CITY OF SEDONA

Jack R. Smith, Chairman Date
Board of Directors
Yavapai County Flood Control District

Sandy Moriarty, Mayor Date
City of Sedona

ATTEST:

Kim Kapin Date
Clerk of the Board of Directors

Susan Irvine Date
Sedona City Clerk

DETERMINATIONS OF COUNSEL
FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF SEDONA
FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney City of Sedona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the City of Sedona.

City Attorney
City of Sedona

Date

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney
Flood Control District

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2115
July 12, 2016
Consent Items**

Agenda Item: 3g

Proposed Action & Subject: Approval of award of a Job Order Contract extension with Cactus Asphalt, Inc. in the approximate amount of \$1,360,000 for street maintenance projects during Fiscal Year 2017.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	February 23, 2016
Exhibits	A. Job Order Contract

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required	
			\$ 1,360,000
City Manager's Recommendation	Approve JOC extension with Cactus Asphalt.	Amount Budgeted	
			\$ 1,360,000
		Account No. (Description)	
		11-5320-52-6770 (Road Rehabilitation)	(\$1,150,000)
		10-5320-39-6766 (Right-of-Way Maint.)	(\$99,200)
		10-5320-39-6814 (Sidewalk Improvements)	(\$52,800)
		38-5320-89-6817 (Jordan Road Sidewalk)	(\$58,000)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

The Public Works Department has set an objective for FY 2017 to accelerate the re-paving program with a target to complete four to five miles of street rehabilitation per year. Staff is therefore requesting approval of a Job Order Contract (JOC) extension with Cactus Asphalt, Inc. (Cactus), in the amount of \$1,360,000, for street maintenance projects. These projects will include annually programmed pavement preservation and road rehabilitation, as well as general right-of-way maintenance, ADA sidewalk modifications, and completing the Jordan Road Sidewalk Project. All of these items were approved in the FY 2017 budget.

Background: Cactus was selected as the top contractor through a qualifications and unit price proposal process that occurred in the second half of FY 2016.

- Cactus was awarded the FY 2016 Streets Maintenance JOC on February 23, 2016.
- The existing JOC is a one-year contract, renewable for up to four one-year periods. This would be the first of four possible extensions.
- The option to extend is exercised based on the contractor's successful performance and the needs of the City.
- At a minimum, this first extension will cover milling and overlaying the pavement of Mountain Shadows Drive, Sunset Drive, Mormon Hill Road, Sedona Vista Drive, Elberta Drive, Navahopi Road, Orchard Lane, and Tonto Road. It will also include placement of a seal coat on Jordan Road, Sugarloaf Drive, and the Palisades subdivision. There is additional scope for sidewalk additions related to the Uptown Pedestrian Access Improvements Project, general right-of-way maintenance, and completing construction of the Jordan Road Sidewalk Extension Project.

During FY 2016 Cactus completed:

- Milling and overlaying of Jordan Road, Sugarloaf Drive, and the Palisades subdivision.
- Seal coating of Airport Road, Chapel Road, and the Mystic Hills subdivision.
- The majority of the Jordan Road Sidewalk Extension Project.

Despite their busy schedule, Cactus was able to accommodate completing this work in an abbreviated amount of time to fit fiscal year constraints. Staff has observed excellent quality of work and overall successful performance.

The anticipated schedule of work for FY 2017 is as follows:

- In Fall 2016, complete Mormon Hill Road, Sedona Vista Drive, Elberta Drive, Navahopi Road, Orchard Lane, and Tonto Road.
- In Spring/Summer 2017, complete Mountain Shadows Drive, Sunset Drive, and seal coating of Jordan Road, Sugarloaf Drive, and the Palisades Subdivision.

Community Plan Consistent: Yes - No - Not Applicable

Chapter 4 of the Community Plan addresses Circulation. One of the six major goals of this chapter is to provide for safe and smooth flow of traffic, which can help be accomplished through pavement preservation and road rehabilitation.

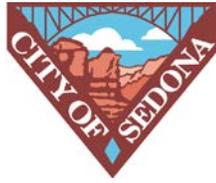
Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

- 1) Not approving the contract would result in continued degradation of City streets that are scheduled for maintenance.

MOTION

I move to: approve award of a Job Order Contract extension to Cactus Asphalt, Inc. in the approximate amount of \$1,360,000, for the City of Sedona Street Maintenance Projects.



City of Sedona

**STREET MAINTENANCE PROJECTS
JOB ORDER CONTRACT**

CONTRACT NO. 17-S-01

TABLE OF CONTENTS

	PAGE
<u>RECITALS</u>	3
<u>ARTICLE 1 - DEFINITIONS</u>	3
<u>ARTICLE 2 – JOC CONTRACTOR’S SERVICES AND RESPONSIBILITIES</u>	8
<u>ARTICLE 3 - CITY’S SERVICES AND RESPONSIBILITIES</u>	20
<u>ARTICLE 4 - CONTRACT AND JOB ORDER TIME</u>	21
<u>ARTICLE 5 – CONTRACT AND JOB ORDER PRICE</u>	23
<u>ARTICLE 6 - CHANGES TO THE JOB ORDER PRICE AND TIME</u>	24
<u>ARTICLE 7 - PROCEDURE FOR PAYMENT</u>	27
<u>ARTICLE 8 – CLAIMS AND DISPUTES</u>	30
<u>ARTICLE 9 – SUSPENSION AND TERMINATION</u>	32
<u>ARTICLE 10 - INSURANCE AND BONDS</u>	34
<u>ARTICLE 11 - INDEMNIFICATION</u>	38
<u>ARTICLE 12 - GENERAL PROVISIONS</u>	30
SIGNATURE PAGES.....	45
EXHIBIT A – UNIT PRICES.....	46

CITY OF SEDONA

CONTRACT NO. 17-S-01

THIS AGREEMENT made and entered by and between City of Sedona, hereinafter designated the "CITY" and "Cactus Asphalt, Inc." hereinafter designated the "JOC CONTRACTOR"

RECITALS

- A.** The City Manager of the City of Sedona, Arizona, is authorized and empowered by the City Council to execute contracts for construction and related services.
- B.** The City intends to contract for construction and related services for one or more Job Orders.
- C.** The JOC Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages JOC CONTRACTOR for these services.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the JOC Contractor as follows:

ARTICLE 1 – DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

ABBREVIATIONS

AAC	American Architecture Committee
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
ARS	Arizona Revised Statutes
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

DEFINITIONS

“Advertisement” - A public announcement inviting proposals for work to be performed or materials to be furnished.

“Agreement” or “Job Order Contract” or “JOC” means this fully executed agreement between City and JOC Contractor, and includes other documents itemized and referenced in or attached to and made part of this Agreement.

“Award” - The acceptance by the City of a proposal.

“Basis of Payment” -The terms under which "work" is paid, as a designated pay item accordance with the quantity measured and the pay unit.

“Bidder” - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

“Calendar Day” - Each and every day shown on the calendar, beginning and ending at midnight.

“Certified Invoice” - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

“Change Order” - A written instrument issued after execution of a Job Order Amendment signed by City and JOC Contractor, stating their agreement upon all of the following: the scope of the change in Job Order; the amount of the adjustment to the Job Order Price; and the extent of the adjustment to the Job Order Time.

“City” means the City of Sedona, Arizona.

“City’s Representative” means the person designated in Subdivision 8.4.1.2. of this agreement.

"City’s Senior Representative" means the person designated in Subdivision 8.4.1.1. of this agreement.

“Claim” - A written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words “This is a claim...”, within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

“Completion Date” -The date on which the contract work is specified to be fully completed, but not limited to clean up of the work site and staging areas and submittal of record drawings.

“Construction Documents” means the plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the City after correcting for permit review requirements and incorporating addenda and approved Change Orders.

“Contract Amendment” means a specific written concurrence between the Owner and the JOC Contractor for changes to and/or extension of this Agreement.

“Contract Change Order” - A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the JOC Contractor:

- (i) Change Orders;
- (ii) Job Order Amendments
- (iii) Contract Amendments
- (iv) This Job Order Contract (this document), including description of and Basis of Payment for Unit Price JOC Work Activity
- (v) Payment and Performance Bonds
- (vi) Notice to Proceed
- (vii) Special Conditions
- (viii) Special Provisions/Technical Specifications
- (ix) Plans and Drawings
- (x) General Conditions
- (xi) Standard Specifications
- (xii) JOC Contractor’s Proposal (if any)
- (xiii) JOC Contractor Statement of Qualifications

“Contract Price” means the amount or amounts set forth in Article 5 subject to Contract Amendments in accordance with this Agreement.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time set forth in Article 4 subject to Contract Amendments in accordance with this Agreement.

“Contractor” - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

“Cost-coefficient” means the multiplier shown in Section 5.2.2 used to calculate Job Order Price.

“County” -The county in which the work is to be done

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Design Professional” means a qualified, licensed design professional who furnishes design and/or construction administration services.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the Job Order Amendment or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

“Duration of the Work” means the number of Days from a Job Order Notice To Proceed to Substantial Completion.

“Engineer”- The City Engineer; or his designated representative

“Extra Work” -Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

“Final Acceptance” means the completion of a Job Order as prescribed in Division 4.4.

“Gender and Number” -References are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

“Inspector” - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

“JOC Contractor” means JOC CONTRACTOR selected by the City to provide or procure construction and design services as detailed in this Agreement.

“JOC Contractor’s Representative” means the person described in Subdivision 8.4.2.2. of this agreement.

“JOC Contractor’s Senior Representative” means the person described in Subdivision 8.4.2.1. of this agreement.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to a Job Order Amendment.

“Job Order Amendment” means a specific written agreement between the Owner and the JOC Contractor for a Job Order including a scope, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Agreement. The Job Order Amendment shall be considered to include as referenced or attached any plans, technical specifications, special provisions or drawings and specifications sufficient to locate the work site, describe the scope of work and allow the contractor to submit a complete price for the work, and the JOC Contractor’s proposal either by reference or inclusion.

“Job Order Price” means the amount calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Division 5.2.

“JOC Payment Request” means the City form used by the JOC Contractor to request progress payments for Job Orders in accordance with Article 7.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Agreement by executing a Job Order Amendment.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

“May” - Used to refer to permissive actions.

“Method of Measurement” - The manner in which a pay item is measured to conform with the pay unit.

“Minor Design Services” – Small in scope and up to a dollar figure of \$5000.00

“Notice for Change Order and Compensation” - A written notification submitted to the Engineer that a demand or request for additional compensation potentially may be made. The notification shall

1. Contain the words “Notification of a Claim” within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

“Notice to Proceed,” (NTP) means a written notice given by the City to the JOC Contractor fixing the date on which the JOC Contractor will start to perform the JOC Contractor’s obligations under this Work Order.

“Plans” - The drawings and pictures depicting the location and special orientation of the work to be done.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the JOC Contractor to illustrate materials or equipment for some portion of the Work.

“Project” -The work to be completed pursuant to this contract.

“Proposal” -A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor’s offer to perform all Work required as set forth in the Contract Documents for the amount of money stated in the Bid.

“Proposal Form” - The documents furnished by the City on which the offer of a bidder is submitted.

“Proposal Guaranty” - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

“Record Documents” means the documents created pursuant to Section 2.10.

“Right Of Way” - A general term denoting land, property, or interest therein, acquired for project related purposes including, but not limited to construction, work area, movement of equipment and other necessary and required project activities.

“Salvable Material” - Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state and local regulations.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Shall” - Refers to mandatory actions by either the Contractor or the City.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the JOC Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located.

“Special Item(s)” means Work that is not included in the Unit Prices as amended and is unique to a specific Project.

“Subcontractor” or “Sub consultant” means any person or entity retained by JOC Contractor as an independent contractor to perform a portion of the Contract Services and shall include material, men and suppliers.

“Substantial Completion” means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes and the City has pursuant to this contract accepted the work as substantially complete.

“Superintendent” - The Contractor's authorized representative in charge of the Work.

“Unit Prices” means the prices shown on Exhibit A subject to adjustment in accordance with Article 6.

“Work” means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a Job Order Amendment.

Article 2 - JOC Contractor’s Services and Responsibilities

2.1 General Services

2.1.1 Contractor’s Understanding

- A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.
- B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- C. The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.
- D. Prior to the award of the Job Order Contract, the successful bidder must apply for business registration in the City of Sedona and obtain a City of Sedona business license within 30 days of passage of business license legislation or a written determination that a business license is not required issued by the City’s Business

License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a copy of this business license or a written determination prior to award and at contract renewal.

- E. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.
- F. It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the City and the people it serves. For this reason, the Contractor must recognize that he and his employees shall act in a courteous and professional manner at all times. The City does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the Contractor perform the tasks identified under the bid items and that the City may procure services through other providers of its choice. The Contractor further understands that if the Contractor is not available, refuses or declines to provide the services contracted for, although the City may obtain the services through others, the City may require reimbursement from the Contractor for any costs incurred above those the City would not have incurred had the Contractor provided the service.
- G. **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)).

2.1.2 The JOC Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish in the Job Order Amendment for which it is issued a Job Order Notice to Proceed in accordance with this Agreement. The City may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order Amendment.

2.1.3 The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.

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

any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

- 2.1.3.1** When practical, the City of Sedona will require that the Contractor provide estimates of cost in prior to being authorized to proceed with work. The Contractor shall give due diligence in preparing such estimates that they be complete as to a general description of the work to be performed, the type of bid items applicable to the work, unit costs, an estimate of the time required for the work, and totals for performance of the work and its various parts.
- 2.1.3.2** The City requires record drawings of work performed. This may include shop drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The Contractor shall state upon completion of the work that it has been completed and that there are no latent defects. City inspection or lack thereof shall not excuse defective work.
- 2.1.4** JOC Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Contract Services. A JOC Contractor's Representative will be assigned for each Job Order. JOC Contractor's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of JOC Contractor.

2.2 Government Approvals and Permits

- 2.2.1** Unless otherwise provided, JOC Contractor shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the City for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.). The JOC Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.
- 2.2.2** Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements. The JOC Contractor shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the City or the JOC Contractor obtained the permit license or agreement.
- 2.2.3** City shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. City will also pay City plan review and inspection fees for grading and drainage, water, sewer, and landscaping. City shall also pay for City utility design fees for permanent services.
- 2.2.4** JOC Contractor shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.
- 2.2.5** Arrangements for water required for construction purposes are the JOC Contractor's responsibility.

2.3 Pre-construction Conference

- 2.3.1** After execution of a Job Order Amendment and prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled. If the volume of Job

Order work contemplated and/or ongoing work is sufficient, the City or JOC contractor may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.

- 2.3.2** The purpose of this conference is to establish a working relationship between the JOC Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- 2.3.3** At a minimum, attendees shall include JOC Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC Contractor's safety officer official.
- 2.3.4** The Job Order Notice to Proceed date will be confirmed.

2.4 Control of the Work

The JOC Contractor shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC Contractor from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Job Order Amendment before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- 2.4.1** As part of completing work under the Job Order Amendment, the JOC Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.
- 2.4.2** Unless otherwise provided in the Job Order Amendment to be the responsibility of City or a separate contractor, JOC Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit JOC Contractor to complete the Work consistent with the Job Order.
- 2.4.3** JOC Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. JOC Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.4** Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the JOC Contractor.
- 2.4.5** JOC Contractor, its designee or the JOC Contractor's Superintendent shall be present at the Work at all times that construction activities are taking place.
- 2.4.5.1** All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

- 2.4.5.2** In the event of noncompliance of this Division 6.1, the City may require the JOC Contractor to stop or suspend the Work in whole or in part.
- 2.4.6** Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC Contractor's responsibility to ensure the Subcontractor employed for such work is approved.
- 2.4.7** Before ordering materials or doing work, the JOC Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.
- 2.4.8** The JOC Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any change order requested by the JOC Contractor void.
- 2.4.9** The Contractor shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.
- 2.4.10** Any person employed by the JOC Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by JOC Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC Contractor or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.
- 2.4.11** JOC Contractor assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.12** JOC Contractor shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, JOC Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

- 2.5.1** Throughout all phases of construction, including suspension of Work, JOC Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

- 2.5.2** JOC Contractor shall take all necessary steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.
- 2.5.3** JOC Contractor shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC Contractor shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the JOC Contractor. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the JOC Contractor.
- 2.5.5** The JOC Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this Agreement. The waste product referred to herein shall become the property of the JOC Contractor. The JOC Contractor shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.
- 2.5.6** The JOC Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The JOC Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the JOC Contractor as the JOC Contractor's representative at the site. The representative shall have full authority to act on behalf of the JOC Contractor and all communications given to the representative shall be as binding as if given to the JOC Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 2.5.7** The JOC Contractor shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.
- 2.5.8** The JOC Contractor shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.
- 2.5.9** Each work proposal presented by the JOC Contractor shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the City.

2.6 Shop Drawings, Product Data and Samples

- 2.6.1** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the

Work for which submittals are required the way the JOC Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- 2.6.2** The JOC Contractor shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved schedule as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the JOC Contractor, which are not required by the Contract Documents, may be returned without action.
- 2.6.3** The JOC Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals. Three submittals are required unless otherwise specified in the Job Order Amendment.
- 2.6.4** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the JOC Contractor represents that the JOC Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.
- 2.6.5** The JOC Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC Contractor has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The JOC Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.
- 2.6.6** The JOC Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- 2.6.7** Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 Inspection

Inspectors may be stationed on the work site to report to the City's Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC Contractor fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC Contractor to such failure or infringement but such inspection shall not relieve the JOC Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

- 2.7.2** In case of any dispute arising between the Inspector and the JOC Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be

referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC Contractor or interfere with the management of the work by the JOC Contractor.

2.7.3 Inspection or supervision by the City's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC Contractor.

2.8 Materials Testing

All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

2.8.1 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City.

2.8.2 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

2.8.3 For special inspection/testing, the City will select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing. Non-special inspection/testing will be paid by the Contractor unless otherwise agreed.

2.8.3.1 When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by the JOC Contractor.

2.8.3.2 When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

2.8.3.3 The JOC Contractor will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.4 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.5 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the JOC Contractor, unless otherwise provided in the Job Order.

2.8.6 JOC Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the JOC Contractor and paid by the JOC Contractor.

2.9 Approved Alternates

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.

- 2.9.1** After execution of the Job Order Amendment, the JOC Contractor may submit a proposal to the City for approved alternates for items referenced in plans and specs. If the City approves the proposal for alternates a Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The JOC Contractor shall submit additional information and/or samples when required.
- 2.9.2** The City's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the City's Representative shall give notice of rejection to the JOC Contractor.
- 2.9.3** The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

2.10 Project Record Document

2.10.1 During the construction period, the JOC Contractor shall maintain at the jobsite a set of project plans and specifications of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The JOC Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC Contractor shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Culvert size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 The JOC Contractor shall mark completely and accurately Record Documents prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location. JOC Contractor shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the City and utilities in the marking of their facilities.

2.10.1.3 The JOC Contractor shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.1.4 The JOC Contractor shall note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.5 The JOC Contractor shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the City or its representative for review and comment.

2.10.2 Immediately upon receipt of the reviewed Record Documents from the City, the JOC Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City:

2.10.2.1 The original copy of the Record Documents (redline mark-ups).

2.11 Project Safety

2.11.1 The industrial environment in which the JOC Contractor for the City of Sedona operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC Contractor will be required to attend a City safety briefing session at the pre-construction meeting. The session shall be attended by the City's Representative, the designated Engineering Services staff, and a JOC Contractor's representative.

2.11.2 Engineering Services makes available a packet, which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

2.11.3 JOC Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

2.11.4 JOC Contractor shall contact the City's Representative and the City Engineering Services within one hour of the occurrence of an accident or injury arising out of the JOC Contractor's work under this Agreement.

2.11.5 JOC Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC Contractor's work under this Agreement.

2.11.6 The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

2.11.7 JOC Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.8 JOC Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.9 JOC Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, JOC Contractor's Safety

Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

- 2.11.10** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC Contractor's personnel, Subcontractors and others as applicable.
- 2.11.11** JOC Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.11.12** JOC Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the City.
- 2.11.13** JOC Contractor's responsibility for safety under this Section 2.12 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 2.11.14** JOC Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All JOC Contractors and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a City of Sedona representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.

JOC Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, JOC Contractor and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Sedona for specific information relative to the type of chemicals that the City believes may be present and location of appropriate Material Safety Data Sheets.

- 2.11.15** Unless included in the Work, if the JOC Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

2.11.16 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC Contractor and the City may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

2.11.17 Upon discovery of hazardous materials the JOC Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

2.12 Warranty

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

2.12.1 Should the JOC Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the JOC Contractor hereby agrees to reimburse the City for the actual cost.

2.12.2 If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

2.12.2.1 This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC Contractor's control.

2.12.3 JOC Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC Contractor or anyone for whose acts JOC Contractor may be liable.

2.12.4 JOC Contractor's warranty obligation shall be for two (2) years unless otherwise stated in the Job Order Amendment.

2.12.5 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. JOC Contractor will provide City with all manufacturers' warranties upon Substantial Completion of each job order.

2.13 Correction of Defective Work

2.13.1 JOC Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two (2) years from the date of final acceptance of the Work or any portion of the Work by the City, or within such longer period to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.2 During the Work, JOC Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If JOC Contractor fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.13.3 JOC Contractor shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC Contractor fails to initiate necessary measures with such work within seven days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that the City will commence correction of such nonconforming Work with its own forces.
- 2.13.4 If the City does perform such corrective Work, JOC Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.
- 2.13.5 The JOC Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- 2.13.6 The two-year period referenced in Division 2.13.1 above applies only to JOC Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding JOC Contractor's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

- 3.1 **Duty to Cooperate.** City shall, throughout the performance of the Contract Services, cooperate with JOC Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate JOC Contractor's timely and efficient performance of the Contract Services and so as not to delay or interfere with JOC Contractor's performance of its obligations under the Contract Documents.
- 3.2 **Information and Services.** City shall furnish the JOC Contractor, at no cost to the JOC Contractor, the following information or services for this project:
 - 3.2.1 One copy of data pertinent to the work. However, the JOC Contractor can request from the City information required for the project.
 - 3.2.2 Project funding and budget allocations and any changes affecting the funding or budget allocations.
 - 3.2.3 For purpose of determining the Job Order Price, any Plans and Specifications.
- 3.3 **City's Representative**
 - 3.3.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC Contractor to fulfill its obligations under the Contract Documents.
 - 3.3.2 City's Representative shall also provide JOC Contractor with prompt notice if it observes any failure on the part of JOC Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.4 **Design Professional Services**
 - 3.4.1 The City may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC Contractor of their design responsibility.

- 3.4.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work

3.5 City's Separate Contractors

City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, JOC Contractor in order to enable JOC Contractor to timely complete the Work consistent with the Contract Documents.

Article 4 - Contract Time and Job Order Time

4.1 Contract Time

- 4.1.1 Contract Time shall commence on the Notice to Proceed date for this Agreement and shall be for one year with the option to extend for up to four one-year periods.
 - 4.1.1.1 The option to extend will be exercised based on the contractor's successful performance and the needs of the City. This option to extend may be exercised at the sole discretion of the City.
 - 4.1.1.2 A Contract Amendment will be processed for each extension and will commence on the anniversary date of the Notice to Proceed.
- 4.1.2 This Agreement will remain in full force and effect during the performance of any Job Order.
- 4.1.3 Work that has been started before the termination date of the contract can be completed after the termination date, however, no new Job Order Amendments may be issued.

4.2 Job Order Time

- 4.2.1 Job Orders may be issued at any time during the term of this Agreement.
- 4.2.2 Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.
- 4.2.3 JOC Contractor agrees that it will commence performance of the Work and achieve the Job Order Time.
- 4.2.4 Each Job Order Time shall be subject to adjustment in accordance with Article 6.

4.3 Substantial Completion

- 4.3.1 Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- 4.3.2 Prior to notifying the City in accordance to Division 4.3.3 below, the JOC Contractor shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The JOC Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the

responsibility of the JOC Contractor to complete all Work in accordance with the Contract Documents.

- 4.3.3 JOC Contractor shall notify the City in writing when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- 4.3.4 Within five (5) days of City's receipt of JOC Contractor's notice, City and JOC Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.3.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and JOC Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- 4.3.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.3.5 above, (ii) JOC Contractor and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and JOC Contractor agree that City's use or occupancy will not interfere with JOC Contractor's completion of the remaining Work.
- 4.4 **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance City and JOC Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The City will issue a Final Acceptance Letter after the full work is complete.

4.5 Liquidated Damages.

- 4.5.1 JOC Contractor understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Job Order, City will suffer damages, which are difficult to determine and accurately specify. The JOC Contractor agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC Contractor shall pay City the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.
- 4.5.2 The liquidated damages for each Job Order unless a specific amount has been determined in the Job Order Amendment shall be per MAG Specifications Section 108.9, Table 108-1.

Article 5- Contract Price and Job Order Price

5.1 Contract Price.

This Agreement will have a maximum amount of **\$1,360,000.**

- 5.1.1 If the City opts to extend this Agreement pursuant to Division 4.1.1, the Contract Amendment will increase the maximum amount, if necessary.

5.2 Job Order Price

- 5.2.1.** Each Job Order price is subject to adjustments made in accordance with Article 6.
- 5.2.2** The Job Order Price shall be calculated using the Unit Prices as shown in Exhibit A, a cost for any Special Items and the Cost-Coefficient.
- 5.2.2.1** Unless otherwise provided in the Contract Documents, each Job Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 5.2.2.2** The JOC Contractor guarantees to bring each Job Order within the Job Order Price or JOC Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.
- 5.2.2.3** The Unit Prices and the Cost-coefficient are subject to adjustment by Contract Amendment in accordance with Article 6.
- 5.2.3** The scope of work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the JOC Contractor. The Job Order Amendment and related documents will be given to the JOC Contractor.
- 5.2.3.1** The JOC Contractor will be asked to provide a proposal with the Job Order Price and a schedule indicating the Duration of the Work for the proposed Job Order based on the scope meeting and the provided documents.
- 5.3** If the JOC Contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard tasks in the job order. All subcontracted work shall comply with the ARS most recent requirements.
- 5.3.1** The JOC Contractor shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC Contractor to do all or part of the work under one or more job orders:
- 5.3.1.2** A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.
- 5.3.1.3** A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.
- 5.3.2** If not previously delivered to the Subcontractor, the JOC Contractor shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any job order:
- 5.3.2.1** A copy of the description of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.2** The number of units of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.3** The standard unit price for each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

Article 6 – Changes to Job Order Price and Time

6.1 Delays to the Contract Services

- 6.1.1** If JOC Contractor is delayed in the performance of the Contract Services due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC Contractor is responsible, the Job Order Times for performance shall be reasonably extended by Change Order.
- 6.1.2** The JOC Contractor shall request an increase in the Job Order Time by written notice including an estimate of probable effect of delay on progress of the Contract Services.
- 6.1.2.1** In the case of a continuing delay only one request is necessary. However, the City reserves the right to request, and the JOC shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC shall provide the updates within three working days of the City request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.
- 6.1.2.2** Written notice shall be received within five (5) Days of the commencement of the cause of the delay.
- 6.1.2.3** When a written notice is received more than five (5) days after commencement of the cause of the delay, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.
- 6.1.3** By way of example, events that may entitle the JOC Contractor to an extension of the Job Order Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.4** If adverse weather conditions are the basis for a request for additional Job Order Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Also, the JOC Contractor shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.
- 6.1.5** It is understood, however, that permitting the JOC Contractor to proceed to complete any services, or any part of them, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.1.6** In addition to JOC Contractor's right to a time extension for those events set forth in this Division 6.1, JOC Contractor shall also be entitled to an appropriate adjustment of the Job Order Price provided, however, that the Job Order Price shall not be adjusted for those events set forth in this Division 6.1 that are beyond the control of both JOC Contractor and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.7** If JOC Contractor is delayed in the performance of the Contract Services due to a delay for which the City is responsible, that is unreasonable under the circumstances and that

was not within the contemplation of the parties to the contract, negotiations between the City and the JOC Contractor for the recovery of damages related to expenses incurred by the JOC Contractor may be initiated. This section shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.

6.2 Differing Site Conditions

6.2.1 If JOC Contractor encounters a Differing Site Condition, JOC Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent JOC Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. The City shall also be entitled to an adjustment due to Differing Site Conditions to one-half the beneficial impact of the Condition on the work.

6.2.2 Upon encountering a Differing Site Condition, JOC Contractor shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. JOC Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3 Errors, Discrepancies and Omissions.

6.3.1 If the JOC Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.3.2 If the JOC Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the JOC Contractor prior to clarification by the City shall be at the JOC Contractor's risk.

6.4 City Requested Change in Job Order.

The City reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

6.4.1 Such alterations and changes shall not invalidate this Agreement or the Job Order Amendment nor release the surety and the JOC Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

6.4.2 The City will request a proposal for a change in a Job Order from JOC Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on the Unit Prices, Cost-coefficient and time.

6.5 Legal Requirements.

The Job Order Price and/or Job Order Times shall be adjusted to compensate JOC Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order Amendment affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

6.6 Change Orders.

6.6.1 City and JOC Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2 All changes to a Job Order authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.7 Minor Changes in a Job Order

6.7.1 The City has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and JOC Contractor. The JOC Contractor shall carry out such written orders promptly.

6.7.2 JOC Contractor may make minor changes to a Job Order, provided, however that JOC Contractor shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by JOC Contractor.

6.7.3 Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Times.

6.8 Job Order Price Adjustments

6.8.1 The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by the Unit prices set forth in Exhibit A and the Cost-coefficient.

6.8.2 If application of such Unit Prices will cause substantial inequity to City or JOC Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.3 If City and JOC Contractor disagree upon whether JOC Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, City and JOC Contractor shall resolve the disagreement pursuant to Article 8 hereof.

6.8.3.1 As part of the negotiation process, JOC Contractor shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.3.2 If the parties are unable to agree and City expects JOC Contractor to perform the services in accordance with City's interpretations, JOC Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC Contractor (i) directing JOC Contractor to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.9 Changes to Unit Prices and Cost- coefficient

6.9.1 If a work item needs to be added to the Unit Prices shown in Exhibit A, the city will determine the new Unit Price utilizing the same method used to determine the original Unit Prices.

6.9.2 If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Unit Prices may be changed based on inflationary, deflationary and market changes at the time of the extension.

6.9.2.1 The Unit Prices will be evaluated by the City utilizing the same method used to determine the original unit pricing.

- 6.9.2.2** Unit Prices affected by the price of bituminous material and diesel fuel will be adjusted based on the Arizona State Department of Transportation price adjustment formula for bituminous material and diesel fuel.
- 6.9.2.3** The JOC Contractor may provide documentation demonstrating market changes to be considered by the City.
- 6.9.3** If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Cost-coefficient may be adjusted at the time of the extension.
- 6.9.3.1** The Cost-Coefficient will be adjusted for documented changes in taxes, bonding and insurance.
- 6.9.3.2** Adjustment for changes in the JOC Contractor's operating costs may be negotiated.
- 6.9.4** During the Contract Time between extension dates the JOC Contractor may request in writing to the City Engineer a JOC Amendment to adjust a Unit Price or the Cost-coefficient.
- 6.9.5** Unit Price adjustments will be allowed at the extension of the contract, except as otherwise specifically stated.
- 6.10** **Emergencies.** In any emergency affecting the safety of persons and/or property, JOC Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time(s) resulting from emergency work under this Section 6.10 shall be determined as provided in this Article 6.

Article 7- Procedure for Payment

7.1 Job Order Payment Request

- 7.1.1** At least five (10) working days prior to the date established for a progress payment, the JOC Contractor shall meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- 7.1.2** The Job Order Payment Request shall constitute JOC Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that all Work for which payment is requested has been incorporated into the project and is clear of all claims, liens, encumbrances and security interests. The City reserves the right to request written documents verifying the clear status of any work for which payment is requested.

7.2 Partial Payments

- 7.2.1** Partial payment will be made for Job Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.
- 7.2.2** JOC Contractor shall submit a Job Order Payment Request to the City once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Job Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.
- 7.2.3** The Job Order Payment Request may request payment only for equipment and materials incorporated into the Project.

7.2.3.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.2.3.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Yavapai County or Coconino County and be accessible for City's inspection. Title to such materials and equipment shall include applicable insurance, bonding, storage and transportation to the Site.

7.2.3.3 All bonds and insurance required for stored materials shall be in the City's name.

7.3 Payment of Job Order Price

7.3.1 Invoice Processing: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). Invoices shall be hard copy, with original signature. Electronic or facsimile signatures are not acceptable on the invoice.

7.3.1.1 The City distributes payments on every other Thursday, beginning on **10/15/2015**, unless holidays dictate otherwise.

7.3.1.2 The City's Project Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Monday, ten calendar days prior to the expected check distribution day.

7.3.1.3 For projects longer than 60 calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

7.3.2 City shall pay JOC Contractor all amounts properly due. If City determines that JOC Contractor is not entitled to all or part of a JOC Contractor Payment Request, it will notify JOC Contractor in writing within (7) days after the date JOC Contractor Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures JOC Contractor must take to rectify City's concerns. JOC Contractor and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, JOC Contractor may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.4 Retention on Job Order Payments

Pursuant to Arizona Revised Statutes Title 34-609.B: There is a 10% retention for job-order-contracting construction services until 50% of the job is complete, then one-half of the retained amount is to be paid. Future retentions are limited to 5%.

7.5 Final Payment

7.5.1 After receipt of a final JOC Contractor Payment Request, City shall make final payment including retention as prescribed in this Article, provided that JOC Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2 At the time of submission of its final JOC Contractor Payment Request for each job order, JOC Contractor shall provide the following information:

7.5.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or

incurred for or in connection with the Work which will in any way affect City's interests;
and

- 7.5.2.2** A general release executed by JOC Contractor waiving, upon receipt of final payment by JOC Contractor, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.6 Payments to Subcontractors or Supplier

- 7.6.1** JOC Contractor shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The JOC Contractor shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between JOC Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

- 7.6.2** If the JOC Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and JOC Contractor agrees that the City may take such actions:

- 7.6.2.1** To hold the JOC Contractor in default under this Agreement;

- 7.6.2.2** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

- 7.6.2.3** Reject all future offers to perform work for the City from the JOC Contractor for a period not to exceed one year from Substantial Completion date of this Project; or

- 7.6.2.4** Terminate this agreement.

- 7.6.3** If JOC Contractor's payment to a Subcontractor or supplier is in dispute, JOC Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the JOC Contractor and Subcontractor or supplier agree to implement the resolution within seven (7) calendar days from the resolution date.

- 7.6.4** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

- 7.6.5** JOC Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

- 7.7.1** Records of the JOC Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the City and JOC Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The City reserves the right to review and comment upon the adequacy of the account records.

- 7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the JOC Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.
- 7.7.3 The City reserves the right to decrease Contract provisions regarding account records, Price and/or payments made on this Agreement and also require reimbursement if, upon audit of the JOC Contractor's records, the audit discloses the JOC Contractor has provided false, misleading, or inaccurate cost and pricing data.
- 7.7.4 The JOC Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 7.7.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Article 8- Claims and Disputes

8.1 Requests for Contract Adjustments and Relief.

- 8.1.1 If either JOC Contractor or City believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.1.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.1.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The amount of claim compensation cannot include compensation for factors occurring more than 21 days before the claim.

8.2 Dispute Avoidance and Resolution

- 8.2.1 The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC Contractor and City shall in good faith work to resolve such disputes or disagreements in conformance with the procedures specified in this contract.
- 8.2.2 JOC Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between JOC Contractor's Representative and City's Representative.
- 8.2.3 If a dispute or disagreement cannot be resolved through JOC Contractor's Representative and City's Representative within fifteen (15) days from the date any party gives notice to

the other, JOC Contractor's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement.

8.3 Duty to Continue Performance Unless provided to the contrary in the Contract Documents, JOC Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations which are not in dispute to JOC Contractor, pending the final resolution of any dispute or disagreement between JOC Contractor and City.

8.4 Representatives of the Parties

8.4.1 City's Representatives

8.4.1.1 City designates the individual listed below as the City's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

Mr. J. Andy Dickey, PE
Assistant Community Development Director/City Engineer
102 Roadrunner Drive
Sedona, AZ 86336
Phone: 928-203-5039

8.4.1.2 The City designates the individual listed below as the City's Representative who will manage the Job Order.

Mr. Stephen Craver
Engineering Supervisor
102 Roadrunner Drive
Sedona, AZ 86336
Phone: 928-203-5059

8.4.2 JOC Contractor's Representatives

8.4.2.1 JOC Contractor designates the individual listed below as the JOC Contractor's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.2.3:

Mr. Bryan Glazer
Vice President
8211 W Sherman Street
Tolleson, AZ 85353
Phone: 623-433-6670

8.4.2.2 JOC Contractor will designate an individual for each Job Order as the JOC Contractor's Representative.

Article 9 – Suspension and Termination

9.1 City's Right to Stop Contract Services

9.1.1 City may, at its discretion and without cause, order JOC Contractor in writing to suspend the Work on a Job Order. The JOC Contractor is responsible for site security and protection during a suspension unless otherwise stated in writing by the City. Payment for such work during suspension shall be subject to the compensation provisions of this contract.

9.1.2 JOC Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

9.2 Termination for Convenience

9.2.1 Upon receipt of written notice to JOC Contractor, City may, at its discretion and without cause, elect to terminate this Agreement or any Job Order.

9.2.2 If the City suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.3 Upon receipt of written notice of termination of this Agreement or any Job Order, the JOC Contractor shall proceed with the following obligations.

9.2.3.1 Stop Work as specified in the notice.

9.2.3.2 Place no further subcontracts or orders.

9.2.3.3 Terminate all subcontracts to the extent they relate to the work terminated.

9.2.3.4 Assign to the City all right, title and interest of the JOC Contractor under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

9.2.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of the JOC Contractor and in which the City has or may acquire an interest.

9.2.4 The JOC Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.2.5 The City shall pay JOC Contractor the following:

9.2.5.1 The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Job Order, unless approved by change order.

9.2.5.2 The reasonable costs and expenses attributable to such termination.

9.2.5.3 JOC Contractor shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the JOC Contractor would have sustained a loss on the entire Contract Services had they been completed, the JOC Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.2.6 The JOC Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

9.3 City's Right to Perform and Terminate for Cause

9.3.1 If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to

comply in a time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

- 9.3.2** If JOC Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.3.3 and 9.3.4 below.
- 9.3.3** Upon the occurrence of an event set forth in Division 9.3.2 above, City may provide written notice to JOC Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.1** If JOC Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to JOC Contractor of its intent to terminate within an additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.2** If JOC Contractor, within the second period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to JOC Contractor of such declaration.
- 9.3.4** Upon declaring the Agreement terminated pursuant to Subdivision 9.3.3.2 above, City may for all Job Orders enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which JOC Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.3.5** In the event of such termination, JOC Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the JOC Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.3.6** If City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then JOC Contractor shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from JOC Contractor's default.
- 9.3.7** If City terminates this Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

Article 10 - Insurance and Bonds

10.1 Insurance Requirements

10.1.1 Concurrently with the execution of this Agreement, the JOC Contractor shall furnish the City of Sedona a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the state of Arizona. The City shall be named as additional insured on liability policies

10.1.2 JOC Contractor, Subcontractors and Subconsultants shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the JOC Contractor, his agents, representatives, employees, or Subcontractors.

10.1.3 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The limits on the insurance renew upon each extension of the contract, and shall not be cumulative over the life of the contract.

10.1.4 The City in no way warrants that the minimum limits contained herein are sufficient to protect the JOC Contractor from liabilities that might arise out of the performance of the Contract Services under this Agreement by the JOC Contractor, his agents, representatives, employees, Subcontractors or Subconsultants and JOC Contractor is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. JOC Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

10.2.1 Commercial General Liability-Occurrence Form (Each Occurrence)

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000

10.2.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles (Each Occurrence)

(Form CA 0001, Ed 12/93 or any replacement thereof)

Combined Single Limit Per Accident	\$1,000,000
For Bodily Injury and Property Damage	

10.2.3 Workers Compensation and Employers Liability (Each Occurrence)

Workers Compensation Statutory

Employers Liability: Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

10.2.4 Builders' Risk Insurance (Course of Construction)

To be provided in the amount of 50% of the annual total or the annual total on the JOC.

10.3 Self-Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention

shall not be applicable with respect to the policy limits provided to City of Sedona. JOC Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Sedona, at its option, may require JOC Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.4 Other Insurance Requirements

The policies are to contain, or be endorsed to contain, the following provisions:

10.4.1 Commercial General Liability and Automobile Liability Coverages

10.4.1.1 The City of Sedona, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the JOC Contractor including the City's general supervision of the JOC Contractor; products and completed operations of the JOC Contractor; and automobiles owned, leased, hired, or borrowed by the JOC Contractor.

10.4.1.2 The JOC Contractor's insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of explosion, collapse, or underground property damage hazards (XCU) coverage.

10.4.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by the JOC Contractor even if those limits of liability are in excess of those required by this Agreement. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc.'s (ISO) additional insured, form B CG 20 10 11 85.

10.4.1.4 The JOC Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the JOC Contractor and shall not contribute to it.

10.4.1.5 The JOC Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4.1.6 Coverage provided by the JOC Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.4.1.7 All policies, except Professional Liability, shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed by the JOC Contractor for the City.

10.4.2 Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the JOC Contractor for the City.

10.4.3 Builders Risk Insurance (Course of Construction): required if subject contract involves any construction of buildings, building improvements, and civil works construction (storm drain, pipes, culverts and similar facilities) in whole or part. In addition, JOC Contractor bears all responsibility for loss to all work being performed or under construction.

10.4.3.1 Builders Risk Insurance shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Sedona, has an insurable interest in the property required to be covered.

10.4.3.2The builders' risk insurance shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.4.3.3This insurance shall include as named insureds, the City of Sedona, the JOC Contractor, Subcontractors, Sub-consultants and/or others with an insurable interest in the work.

10.4.3.4This insurance shall be written on a Special Causes of Loss basis (minimally including the perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), replacement cost basis and shall include coverage for flood and earthquake.

10.4.3.5All rights of subrogation are hereby waived against the City of Sedona, its officers, officials, agents and employees.

10.4.3.6Builders' Risk Insurance must provide coverage from the time any covered property becomes the JOC Contractor's responsibility, and continuing without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off site.

10.4.3.7JOC Contractor is responsible for payment of all deductibles under the builder's risk policy.

10.5 Sub-consultant's and Subcontractor's Insurance

JOC Contractors' certificates shall include all subcontractors as insureds under its policies or JOC Contractor shall furnish obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be sufficient to cover all of its work performed herein.

10.6 Notice Of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

**City of Sedona, Engineering Services
Mr. Stephen Craver, Engineering Supervisor
102 Roadrunner Drive
Sedona, Arizona 86336**

10.7 Acceptability Of Insurers

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the JOC Contractor from potential insurer insolvency.

10.8 Verification of Coverage

10.8.1 JOC Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy

endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

10.8.2 All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builder's Risk Insurance, which will be received and approved as provided in Division 10.2.4. Each insurance policy required by this Agreement must be in effect at or prior to the earlier of commencement of Contract Services under the Contract Documents or the signing of this Agreement except for Builder's Risk Insurance which must be in effect prior to commencement to Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.8.3 All certificates of insurance required by this Agreement shall be sent directly to the City of Sedona, City Maintenance Superintendent. The project number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.8 Approval

Any modification or variation from the insurance requirements in this Agreement shall be approved by the City of Sedona City Attorney, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

10.10 Bonds and Other Performance Security.

10.10.1 Prior to execution of each individual Job Order agreement, the contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order.

10.10.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.10.3 The bonds shall be made payable and acceptable to the City of Sedona.

10.10.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.10.4.1 If one Power of Attorney is submitted, it shall be for twice the total Job Order Price.

10.10.4.2 If two Powers of Attorney are submitted, each shall be for the total Job Order Price. Personal or individual bonds are not acceptable.

10.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the JOC Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.10.6 All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

Article 11 - Indemnification

11.1 JOC Contractor's General Indemnification

To the fullest extent permitted by law, JOC Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Sedona, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by JOC Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

11.2 Insurance Provisions Separate

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11.3 Intellectual Property

The JOC Contractor shall pay all royalties and license fees associated with its performance of services herewith. The JOC Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the JOC Contractor has reason to believe that the required design, process or product is an infringement of a patent, the JOC Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

Article 12 – General Provisions

12.1 Interpretation and Intent

12.1.1 The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Job Order Times for the Job Order Prices. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1. On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3 The Contract Documents form the entire agreement between City and JOC Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

City and JOC Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

City and JOC Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation And Further Documentation

The JOC Contractor agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.5.1 Assignment

Neither JOC Contractor nor City shall, without the written consent of the other, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.6 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

12.7 Construction Methods

If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic (pedestrian and vehicular), clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to comply in the time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

12.8 Utility Relocations for Construction Methods

N/A

12.9 Damaged Utilities during Construction

Any utilities damaged during construction shall be replaced at the JOC Contractor's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

12.10 Successorship

JOC Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns. City does reserve the right to terminate the contract upon reassignment without penalty.

12.11 Conflict In Language

All services performed shall conform to all applicable City of Sedona codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Agreement and those in exhibits, the provisions in this Agreement shall prevail.

12.12 Third Party Beneficiary

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the JOC Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the JOC Contractor and not for the benefit of any other party.

12.13 Governing Law

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Yavapai County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.14 Severability

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.15 Legal Requirements

JOC Contractor shall perform all Contract Services in accordance with all Legal Requirements and shall provide all notices applicable to the Contract Services as required by the Legal Requirements.

12.16 Independent Contractor

The JOC Contractor is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the JOC Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the JOC Contractor shall follow the wishes of the City as to the results of the work only. These results shall comply with all applicable laws and ordinances.

12.17 City's Right Of Cancellation

All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Sedona pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.18 Survival

All warranties, representations and indemnifications by the JOC Contractor shall survive the completion or termination of this Agreement.

12.19 Covenant Against Contingent Fees

The JOC Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.20 No Waiver

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.21 Headings

The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.22 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To City:	Mr. J. Andy Dickey, PE, City Engineer City of Sedona 108 Roadrunner Drive Sedona, Arizona 86336
To JOC Contractor:	Mr. Bryan Glazer Vice President 8211 W Sherman Street Tolleson, AZ 85353

12.23 Equal Employment Opportunity

During the performance of this contract the JOC Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

12.24 Hazardous Materials

Upon discovery of hazardous materials the JOC Order Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

12.25 Traffic Control

- a. Complete street closures will not be permitted unless specified in the Special Provisions. The timing and sequence of street closures shall be approved by the City Engineer or designee at least 30 days prior to the closure. This approval is necessary to provide coordination with other roadway projects and special events. Restrictions of parking, revision of speed limits, and road closures anticipated for the work shall be clearly disclosed in the Job Order Amendment, and shall be considered not necessary if not mentioned.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Job Order Contractor throughout the duration of the project. All traffic control shall be in accordance with the M.U.T.C.D. or as per the approved barricade plan unless otherwise specified in the Special Provisions.
- c. The JOC Contractor shall submit a construction schedule and a traffic control plan to the Project Manager (or designee) for approval and/or modification at least three (3) working days before construction is initiated. For purpose of this requirement, working days are Monday through Thursday, excluding City recognized holidays.
- d. JOC Contractor will comply with all provisions of the M.U.T.C.D. and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

12.26 Material Source

No material source has been designated by the City for use on this project.

12.27 Native Plants

The JOC Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

12.28 Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12.29 Responsibility for Privilege (Sales) Taxes

The contractor shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

12.30 Loss and Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

12.31 Rights-of-Way

The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the City, as indicated in the plans and/or Special Conditions, are the responsibility of the JOC Contractor.

12.32 Existing Traffic and Street Signs and Traffic Signal Equipment

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the City Project Manager (928-204-7108) 48 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Project Manager when underground conduit is to be severed by excavations at the intersection. The City Project Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours-notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The City Project Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the City Maintenance Superintendent for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

12.33 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, pursuant to ARS 38-506/511.A, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

CITY OF SEDONA, ARIZONA

**Street Maintenance JOC
CONTRACT NO. 17-S-01**

AGREEMENT

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The JOC Contractor agrees that this Contract, as awarded, is for the stated work and understands that payment for the work will be made on the basis of the indicated amount, per the terms and conditions of this contract.

CITY OF SEDONA, ARIZONA,

JOC CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(SEAL)
ATTEST:

(SEAL)
ATTEST:

Name: _____

Name: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
City of Sedona Street Maintenance Projects

Item No.	Description	Unit	Unit Price
1	RESET MANHOLE FRAME AND LID	EA	540 ⁰⁰
2	RESET SEWER CLEANOUT	EA	430 ⁰⁰
3	RESET WATER VALVE FRAME AND LID	EA	430 ⁰⁰
4	RECONDITIONING UNPAVED ROAD (0-300 SY)	S.Y.	14.50
4A	RECONDITIONING UNPAVED ROAD (301+ SY)	S.Y.	1.45
5	AGGREGATE BASE COURSE (0-100 TON)	TON	76 ⁰⁰
5A	AGGREGATE BASE COURSE (100+ TON)	TON	27.50
6	AGGREGATE BASE COURSE (RECONDITION) (0-300 SY)	S.Y.	15 ⁰⁰
6A	AGGREGATE BASE COURSE (RECONDITION) (300+ SY)	S.Y.	1.45
7	SUBGRADE PREP (0-300 SY)	S.Y.	17 ⁰⁰
7A	SUBGRADE PREP (300+ SY)	S.Y.	1.66
8	RECONDITION SHOULDER (0-300 SY)	S.Y.	12.50
8A	RECONDITION SHOULDER (300+ SY)	S.Y.	1.48
9	FOG SEAL ROADWAY (0-300 SY)	S.Y.	12.75
9A	FOG SEAL ROADWAY (300+ SY)	S.Y.	1.12
10	CRACK SEAL ROADWAY (0-0.5" wide crack)	L.F.	0.23
10A	CRACK SEAL ROADWAY (0.5-1" wide crack)	L.F.	0.26
11	ASPHALTIC CONCRETE PAVEMENT MILLING (0 IN. TO 3 IN.) (0-4000 SY)	S.Y.	3.77
11A	ASPHALTIC CONCRETE PAVEMENT MILLING (0 IN. TO 3 IN.) (4000+ SY)	S.Y.	2.50
12	ASPHALTIC CONCRETE PAVEMENT (0 IN. TO 3 IN.) (0-100 TON)	TON	157 ⁰⁰
12A	ASPHALTIC CONCRETE PAVEMENT (0 IN. TO 3 IN.) (100+ TON)	TON	91.50 ^{AB}
13	ASPHALTIC CONCRETE PAVEMENT (> 3 IN.) (0-100 TON)	TON	163 ⁰⁰
13A	ASPHALTIC CONCRETE PAVEMENT (> 3 IN.) (100+ TON)	TON	93 ⁰⁰
14	ASPHALTIC CONCRETE (PERMANENT PATCH)	TON	136 ⁰⁰
15	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "A" (0-100 LF)	L.F.	10.50
15A	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "A" (100+ LF)	L.F.	4.50
16	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "B" (0-100 LF)	L.F.	10.50
16A	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "B" (100+ LF)	L.F.	4.50
17	ASPHALTIC CONCRETE DRIVEWAY MAG DETAIL 205	TON	165 ⁰⁰
18	ASPHALTIC CONCRETE EDGE REPAIR (0-100 TON)	TON	312 ⁰⁰
18A	ASPHALTIC CONCRETE EDGE REPAIR (100+ TON)	TON	249 ⁰⁰
19	ASPHALTIC CONCRETE REMOVAL (2-4") (0-100 SY)	S.Y.	25 ⁰⁰
19A	ASPHALTIC CONCRETE REMOVAL (2-4") (100+ SY)	S.Y.	5.46
19B	ASPHALTIC CONCRETE REMOVAL (5-6") (0-100 SY)	S.Y.	30 ⁰⁰
19C	ASPHALTIC CONCRETE REMOVAL (5-6") (100+ SY)	S.Y.	8.00
20	SAW CUT ASPHALTIC CONCRETE PAVEMENT (2-4" depth) (0-100 LF)	L.F.	3 ⁰⁰
20A	SAW CUT ASPHALTIC CONCRETE PAVEMENT (2-4" depth) (100+ LF)	L.F.	1.50
20B	SAW CUT ASPHALTIC CONCRETE PAVEMENT (5-6" depth) (0-100 LF)	L.F.	3.50
20C	SAW CUT ASPHALTIC CONCRETE PAVEMENT (5-6" depth) (100+ LF)	L.F.	2.00
21	4" PAVEMENT MARKINGS (0-100 LF)	L.F.	0.70
21A	4" PAVEMENT MARKINGS (100+ LF)	L.F.	0.30
22	12" TURN LANE MARKINGS (0-100 LF)	L.F.	1.00
22A	12" TURN LANE MARKINGS (100+ LF)	L.F.	0.60
23	12" CROSSWALK MARKINGS (0-100 LF)	L.F.	1.00
23A	12" CROSSWALK MARKINGS (100+ LF)	L.F.	0.60
24	CONCRETE HANDICAP RAMP (0-3 EA)	EA	2,500 ⁰⁰
24A	CONCRETE HANDICAP RAMP (4+ EA)	EA	2,300 ⁰⁰
25	CONCRETE SIDEWALK (4 IN.) NEW (0-20 SY)	S.Y.	172 ⁰⁰
25A	CONCRETE SIDEWALK (4 IN.) NEW (20-200 SY)	S.Y.	47 ⁰⁰
25B	CONCRETE SIDEWALK (4 IN.) NEW (200+ SY)	S.Y.	43.50
26	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (0-20 SY)	S.Y.	177 ⁰⁰

UNIT PRICES FOR:

CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC.

EXHIBIT A

City of Sedona Street Maintenance Projects

26A	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (20-200 SY)	S.Y.	65 ⁰⁰
26B	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (200+ SY)	S.Y.	56 ⁰⁰
27	CONCRETE DRIVEWAY (6 IN.) (NEW W/ FIBER REINFORCEMENT) (0-20 SY)	S.Y.	177 ⁰⁰
27A	CONCRETE DRIVEWAY (6 IN.) (NEW W/ FIBER REINFORCEMENT) (20+ SY)	S.Y.	75 ⁰⁰
28	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (REPLACE) (0-20 LF)	L.F.	155 ⁰⁰
28A	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (REPLACE) (20-200 LF)	L.F.	37 ⁰⁰
28B	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (REPLACE) (200+ LF)	L.F.	38 ⁰⁰
29	CONCRETE CURB (MAG TYPE "B") (REPLACE) (0-20 LF)	L.F.	170 ⁰⁰
29A	CONCRETE CURB (MAG TYPE "B") (REPLACE) (20-200 LF)	L.F.	37 ⁰⁰
29B	CONCRETE CURB (MAG TYPE "B") (REPLACE) (200+ LF)	L.F.	38 ⁰⁰
30	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (0-20 LF)	L.F.	155 ⁰⁰
30A	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (20-200 LF)	L.F.	37 ⁰⁰
30B	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (200+ LF)	L.F.	38 ⁰⁰
31	CONCRETE SIDEWALK (4 IN.) (REPLACE) (0-20 SY)	S.Y.	173 ⁰⁰
31A	CONCRETE SIDEWALK (4 IN.) (REPLACE) (20-200 SY)	S.Y.	73 ⁰⁰
31B	CONCRETE SIDEWALK (4 IN.) (REPLACE) (200+ SY)	S.Y.	78 ⁰⁰
32	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (NEW) (0-20 LF)	L.F.	127 ⁰⁰
32A	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (NEW) (20-200 LF)	L.F.	29.50
32B	CONCRETE CURB & GUTTER (MAG TYPE "A", 6 IN.) (NEW) (200+ LF)	L.F.	24 ⁰⁰
33	CONCRETE CURB (MAG TYPE "B") (NEW) (0-20 LF)	L.F.	134 ⁰⁰
33A	CONCRETE CURB (MAG TYPE "B") (NEW) (20-200 LF)	L.F.	29.50
33B	CONCRETE CURB (MAG TYPE "B") (NEW) (200+ LF)	L.F.	24 ⁰⁰
34	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (0-20 LF)	L.F.	134 ⁰⁰
34A	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (20-200 LF)	L.F.	30 ⁰⁰
34B	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (200+ LF)	L.F.	24 ⁰⁰
35	SEDONA RED CONCRETE COLOR	C.Y.	40 ⁰⁰
36	SIDEWALK GRINDING	L.F.	100 ⁰⁰
37	TREE REMOVAL 12 IN. TO 24 IN. Dia	EA	1,000 ⁰⁰
38	STREET SWEEPING (Power broom)	HR	120 ⁰⁰
39	SIDEWALK SWEEPING (Manual)	CR. HR	88 ⁰⁰
40	SIDEWALK SWEEPING (Power broom)	CR. HR	127 ⁰⁰
41	COMPACTED NATIVE BACKFILL (0-20 TON)	TON	182 ⁰⁰
41A	COMPACTED NATIVE BACKFILL (20+ TON)	TON	80 ⁰⁰
42	TRAFFIC CONTROL (SPECIAL)	CR. HR	123 ⁰⁰
43	TRAFFIC CONTROL (WORK ZONE)	CR. HR	175 ⁰⁰
44	ONE (1) SACK ABC SLURRY (0-10 CY)	C.Y.	300 ⁰⁰
44A	ONE (1) SACK ABC SLURRY (10+ CY)	C.Y.	160 ⁰⁰
45	CONSTRUCT GRAVEL ROAD (3 IN.) (0-100 TON)	TON	78 ⁰⁰
45A	CONSTRUCT GRAVEL ROAD (3 IN.) (100+ TON)	TON	48.50
46	CORE SAMPLING	EA	250 ⁰⁰
47	STORM WATER POLLUTION PREVENTION (percentage of overall work order)	%	2%
48	MOBILIZATION (percentage of overall work order)	%	10%
49	QUALITY CONTROL & TESTING (percentage of overall work order)	%	3%
50	CONSTRUCTION STAKING	HR	160 ⁰⁰
51	UTILITY POTHOLING	HR	350 ⁰⁰
52	TACK COAT (0-300 SY)	S.Y.	1.60
52A	TACK COAT (300+ SY)	S.Y.	0.44
53	ASPHALTIC CONCRETE PULVERIZING (2-4") (0-1000 SY)	S.Y.	5.50
53A	ASPHALTIC CONCRETE PULVERIZING (2-4") (1000+ SY)	S.Y.	1.20
53B	ASPHALTIC CONCRETE PULVERIZING (5-6") (0-1000 SY)	S.Y.	10.00
53C	ASPHALTIC CONCRETE PULVERIZING (5-6") (1000+ SY)	S.Y.	1.30
54	DUAL LAYER WEED BARRIER	S.Y.	10.00

UNIT PRICES FOR

Cactus Asphalt, A Division of Cactus Transport, Inc.

THIS PAGE INTENTIONALLY LEFT BLANK.



**CITY COUNCIL
AGENDA BILL**

**AB 2123
July 12, 2016
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of a recommendation regarding a Liquor License Acquisition of Control/Agent Change application for the Series 12 Restaurant Liquor License for Sound Bites Grill, 101 N Hwy 89A, F29, Sedona, AZ (License #12033319).

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review and inspection in the City Clerk's Office.

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve Liquor License Acquisition of Control/ Agent Change for Sound Bites Grill.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

Michele Anne Moore and Sound Bites Grill Sedona, LLC has submitted a Liquor License application for an agent change/acquisition of control for the Sound Bites Grill located at 101 N Hwy 89A, F29, Sedona, AZ (License #12033319). This is required by Arizona Department of Liquor Licenses and Control if a person other than those persons originally licensed acquires control over a license or licensee. The responsible person is required to file this notice within thirty business days after the acquisition of control and include a list of officers, directors, or other controlling persons. Sound Bites Grill Sedona, LLC has recently removed one of its members, and as a result, the structure is different than it was in the existing liquor license. There are no changes to Sound Bites Grill, with the exception of the removal of one of the responsible persons for the liquor license.

On receipt of notice of an acquisition of control, the State forwards the notice to the local governing body. The local governing body may protest the acquisition of control within sixty days based on the capability, reliability, and qualification of the person acquiring control.

If the Director of the Arizona Department of Liquor Licenses and Control does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability, and qualification of the person acquiring control. Any protest shall be set for a hearing before the State hearing board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition of control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to Section 4 202 and this section with respect to capability, reliability and qualification.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff requests that the City Council recommend that this application be approved.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not recommend approval of the Liquor License Agent Change Acquisition Control application for the Series 12 Restaurant Liquor License for Sound Bites Grill, 101 N Hwy 89A, F29, Sedona, AZ (License #12033319).

MOTION

I move to: recommend approval of the Liquor License Agent Change Acquisition Control application for the Series 12 Restaurant Liquor License for Sound Bites Grill, 101 N Hwy 89A, F29, Sedona, AZ (License #12033319).



**CITY COUNCIL
AGENDA BILL**

**AB 2125
July 12, 2016
Consent Items**

Agenda Item: 3i
Proposed Action & Subject: Approval of a Special Event Liquor License for a Red Earth Theatre fundraising event scheduled for Saturday, August 27, 2016 located at the Hub, 525-B Posse Grounds Road, Sedona, AZ.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Special Event Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required	
		\$ 0	
City Manager's Recommendation	Approve a Special Event Liquor License for Red Earth Theatre.	Amount Budgeted	
		\$ 0	
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A].

Red Earth Theatre has submitted an application for a Special Event Liquor License for a fundraising event to be held on August 27, 2016 from 7:00 to 11:00 p.m. at The Hub (Red Earth Theatre) located at 525-B Posse Grounds Road, Sedona.

Attendees will have to purchase tickets to the event and those over 21 years of age will have their hands stamped so that they may purchase wine or beer. Consumption of alcoholic beverages, along with entrances and exits will be monitored by volunteers.

Community Development, Finance, Parks & Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Special Event Liquor License application for Red Earth Theatre fundraising event scheduled for Saturday, August 27, 2016 from 7:00 to 11:00 p.m. at The Hub (Red Earth Theatre) located at 525-B Posse Grounds Road, Sedona.

MOTION

I move to: approve a Special Event Liquor License application for Red Earth Theatre fundraising event scheduled for Saturday, August 27, 2016 from 7:00 to 11:00 p.m. at The Hub (Red Earth Theatre) located at 525-B Posse Grounds Road, Sedona.



**CITY COUNCIL
AGENDA BILL**

**AB 2128
July 12, 2016
Consent Items**

Agenda Item: 3j
Proposed Action & Subject: Approval of a Special Event Liquor License for a Sedona Chamber of Commerce networking mixer scheduled for Thursday, August 25, 2016, at National Bank of Arizona, 1470 State Route 89A, Sedona, AZ.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Special Event Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a Special Event Liquor License for Sedona Chamber of Commerce.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A].

The Sedona Chamber of Commerce has submitted an application for a Special Event Liquor License for a networking mixer scheduled for Thursday, August 25, 2016 at National Bank of Arizona, 1470 State Route 89A, Sedona, AZ.

Attendees will have age verified by professional bartenders serving the alcohol. Consumption of alcoholic beverages, along with the single entrance/exit will be monitored by volunteers.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Special Event Liquor License application for a Sedona Chamber of Commerce networking mixer scheduled for Thursday, August 25, 2016, at National Bank of Arizona, 1470 State Route 89A, Sedona, AZ.

MOTION

I move to: approve a Special Event Liquor License application for a Sedona Chamber of Commerce networking mixer scheduled for Thursday, August 25, 2016, at National Bank of Arizona, 1470 State Route 89A, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2137
July 12, 2016
Consent Items**

Agenda Item: 3k
Proposed Action & Subject: Approval of a resolution authorizing an Intergovernmental Agreement between the City of Sedona and the Arizona Department of Transportation for the Sanborn Drive - Thunder Mountain Road Overlay Project.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Map B. Resolution C. Proposed IGA

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required
		\$ 30,000
City Manager's Recommendation	Approve resolution authorizing an IGA with ADOT for the Thunder Mountain Overlay Project.	Amount Budgeted
		\$ 151,000
		Account No. 22-5320-89-6816 (Description) (Sanborn-Thunder Mtn)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Sedona and the Arizona Department of Transportation (ADOT) for the Sanborn Drive - Thunder Mountain Road Overlay Project improvements. The project will include a mill and overlay, with minor shoulder widening for a distance of approximately 0.83 miles between Rhapsody Road and Coffee Pot Drive.

Background: This project will utilize Surface Transportation Program (STP) funds for construction. These are federal funds administered by ADOT through the Northern Arizona Coalition of Governments (NACOG). The Sanborn Drive – Thunder Mountain Road corridor was programmed into the STP because only minor arterial streets are eligible for this type of funding.

The IGA allows the City and ADOT to work together to develop project plans and specifications for the project, in compliance with federal requirements. In general, the IGA establishes the following:

- ADOT will act as the designated agent for the City
- ADOT will review plans, specifications, and estimates, and submit to the Federal Highway Administration (FHWA) for approval
- ADOT will advertise, bid, award and administer the construction of the project
- City will pay initial \$30,000 Project Management Design Review (PMDR) fee
- City will contract with a design consultant to provide plans and specifications for construction
- City will provide matching local funds for construction in FY 2019

Budget:

- FY 2017 budget covers \$30,000 PMDR fee and \$121,000 for design
- FY 2019 budget of \$582,000 covers construction, with approximately 64% STP funding and 36% City funding

Schedule:

- Design contract to council in August 2016
- Design complete by December 2017
- Construction start in July 2018
- Construction complete in August 2018

Community Plan Compliant: Yes - No - Not Applicable

Chapter 4 of the Community Plan addresses Circulation. One of the six major goals of this chapter is to provide for safe and smooth flow of traffic, which can help be accomplished through road rehabilitation.

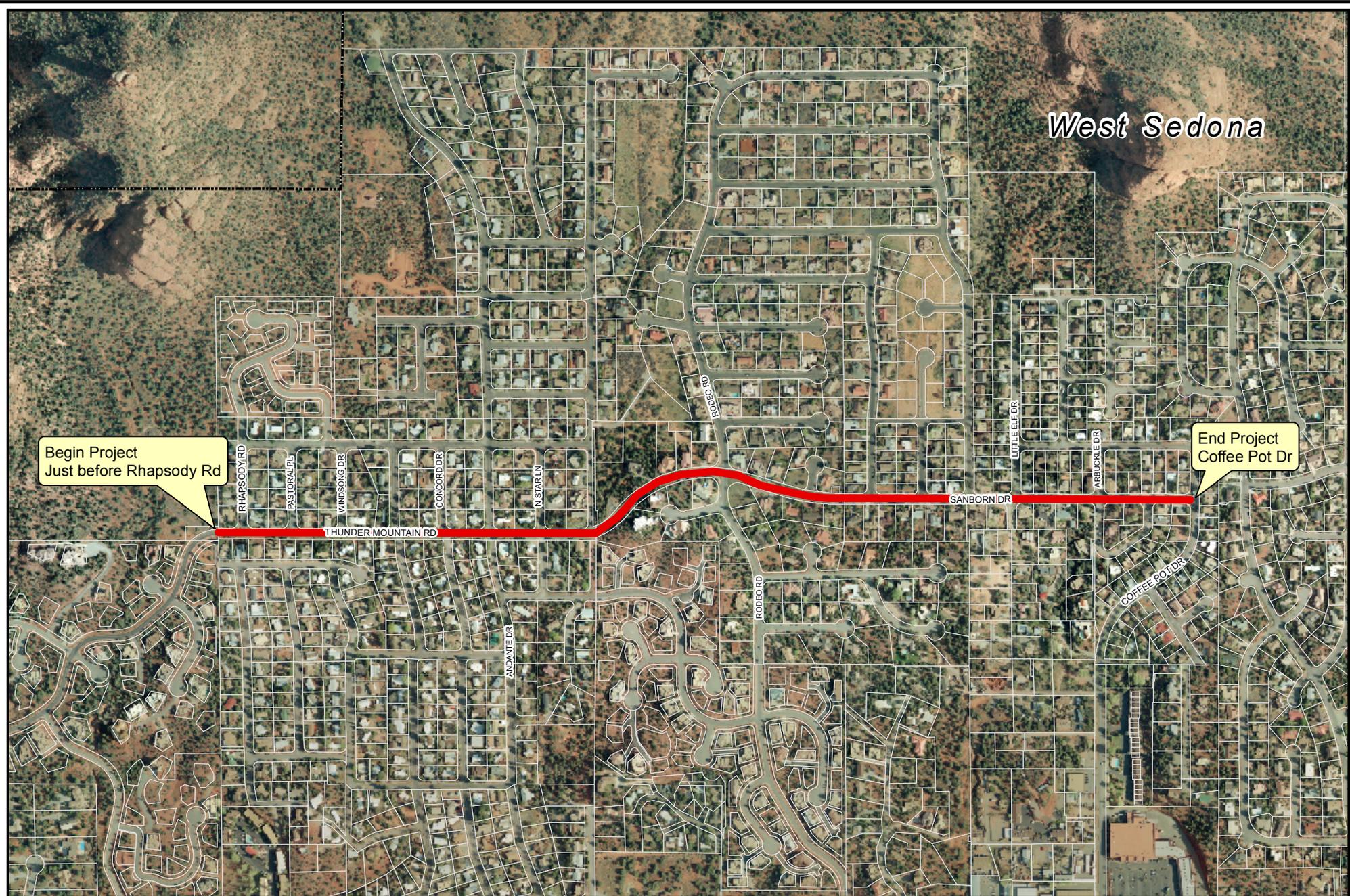
Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

- 1) Not approving the IGA would exclude the City from participation in the STP process, resulting in loss of federal fund contribution.

MOTION

I move to: approve Resolution No. 2016-__ authorizing the execution of an Intergovernmental Agreement between the City of Sedona and the Arizona Department of Transportation for the Sanborn Drive - Thunder Mountain Road Overlay Project.



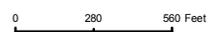
Begin Project
Just before Rhapsody Rd

End Project
Coffee Pot Dr

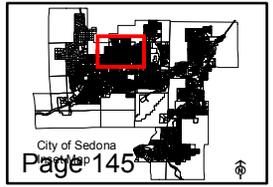
City of Sedona
Project Location Map - Sanborn Drive / Thunder Mountain Road Overlay Project

The project includes pavement overlay and shoulder widening.
The project will be between just before Rhapsody Road and Coffee Pot Drive.

-  Project Area
-  City Limits Boundary



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
GIS, City of Sedona, January 10, 2014
g:\projects\pw\staff\andy\citykey\drycreek\overlay\grant\mxd
sanborn\thunder\thunder\overlay\project.mxd



THIS PAGE INTENTIONALLY LEFT BLANK.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE SANBORN DRIVE – THUNDER MOUNTAIN ROAD OVERLAY PROJECT; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Sedona (“City”) and the State of Arizona, acting by and through its Department of Transportation (“ADOT”), have prepared an Intergovernmental Agreement (IGA) for the Sanborn Drive – Thunder Mountain Road Overlay Project; and

WHEREAS, the City and ADOT are mutually agreeable to entering into an IGA and desire to partner in the repaving of 0.83 miles of Sanborn Drive - Thunder Mountain Road; and

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into an IGA and by this resolution has authorized the undersigned to execute the IGA on behalf of the City; and

WHEREAS, the City has reviewed the terms of the IGA and determined that it is in the proper form required by A.R.S. §§ 11-951 through 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the State of Arizona for the Sanborn Drive – Thunder Mountain Road Overlay Project, and the Mayor is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 12th day of July, 2016.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

THIS PAGE INTENTIONALLY LEFT BLANK.

ADOT File No.: IGA/JPA 16-0005922-I
AG Contract No.: P001201600XXX
Project Name: Sanborn Dr./Thunder Mt
Rd. to Coffee Pot Dr.
Project Location: Sanborn Dr./Thunder
Mt Rd **Federal-aid No.: SED-0(202)T**
ADOT Project No.: T0089 01D/01C
TIP/STIP No.: PNL17-005D &
PNL19- 003C
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of asphalt milling and overlay along Sanborn Drive/Thunder Mountain Road for a distance of approximately 0.83 miles. The State will advertise, bid, award and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0089 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR Costs \$ 30,000.00

T0089 01C (construction):

Federal-aid funds @ 94.3% (capped) \$ 371,657.00

City's match @ 5.7% \$ 22,465.00

City's match @ 100% \$ 187,878.00

Subtotal – Construction \$ 582,000.00**

TOTAL Estimated Project Cost \$ 612,000.00

Total Estimated City's Funds \$ 240,343.00

Total Federal Funds \$ 371,657.00

*(Included in the City's Estimated Funds)

** (Includes 20% to 25% CE and 5% Project contingencies)

8. The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. Execute this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, estimated at **\$30,000.00**. If actual PMDR costs exceed the estimate during the development of design, notify the City and obtain concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
 - c. After receipt of the PMDR costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction administration of the Project, and provide comments to the City as appropriate.
 - d. Execute this Agreement and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$210,343.00**. Once the construction costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction costs.

- e. After receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum federal funds programmed for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - f. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. Once awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
 - h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of project closeout finalization.
 - i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The City will:
- a. Designate the State as City's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State pay the City's PMDR costs, estimated at **\$30,000.00**. If, during the development of the Project, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. Be responsible for any difference between the estimated and actual PMDR costs of the Project.
 - c. Prepare and provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project, in a format acceptable to the State and incorporate comments from the State as appropriate.
 - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.
 - e. Within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$210,343.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
 - f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the

scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

- h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
- k. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.
- l. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by

virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
4. The cost of construction and construction engineering work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
6. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov
9. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
10. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
11. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
12. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive

Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
14. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax
JPABranch@azdot.gov

City of Sedona
 Attn: J. Andy Dickey
 102 Roadrunner Drive,
 Sedona, Arizona 86336
 928-203-5039
adickey@sedonaaz.gov

For Project Administration:

Arizona Department of Transportation
 Eric Boyles
 Traffic Safety Section
 1615 West Jackson Street MD 065R
 205 S. 17th Avenue, Mail Drop 637E
 602-712-4428
eboyles@azdot.gov

City of Sedona
 Attn: J. Andy Dickey
 102 Roadrunner Drive,
 Sedona, Arizona 86336
 928-203-5039
adickey@sedonaaz.gov

For Financial Administration:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

City of Sedona
 Attn: J. Andy Dickey
 102 Roadrunner Drive,
 Sedona, Arizona 86336
 928-203-5039
adickey@sedonaaz.gov

18. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SEDONA

STATE OF ARIZONA

Department of Transportation

By _____
SANDY MORIARTY
Mayor

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
SUSAN IRVINE
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SEDONA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SEDONA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2139
July 12, 2016
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action on the distribution of funding awards in the categories of community building, economic stimulation and arts & culture through the City's Small Grants Program for the 2017 fiscal year.

Department	City Manager's Office
Time to Present	30 minutes
Total Time for Item	2 hours
Other Council Meetings	N/A
Exhibits	<ul style="list-style-type: none"> A. Summary of Funding Recommendations by Organization B. Grant Evaluation Criteria C. Copies of the complete grant applications are available in the City Clerk's office for review and are not included due to size

City Attorney Approval	Reviewed 7/5/16 RLP	Expenditure Required
		\$ 133,400
City Manager's Recommendation	Consider, discuss, and approve recommended awards for the City's small grants program.	Amount Budgeted
		\$ 150,000
		Account No. 10-5245-01-6720 (Description)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City of Sedona created a small grants program in order to encourage and fund activities, programs, or events developed by 501(c) organizations that serve a public purpose, provide a fair return value to the City, and are consistent with the City's funding priorities. Programs, activities, or events that may be funded include those that enhance the City's commitment to arts and culture, civic, and community service that foster the well-being and prosperity of the City and its residents.

During the FY2017 Budget Work Sessions, City Council approved a \$150,000 allocation, which is consistent with the previous fiscal year level of funding, for the small grants program. A citizen work group came together to review and make recommendations regarding funding of the FY2017 grant applications.

The citizen participants are as follows:

- Stephanie Giesbrecht – Chair and Program Facilitator
- Larry Lineberry, Resident
- Tim Ernster, Former City Manager
- Cliff Hamilton, Former City Councilor

Assistant City Manager Karen Daines and Executive Assistant Dianne Springfield served as City staff liaisons to the group but were non-voting members.

Grant Timeline

- Award process opened - February 16, 2016
- Workshop held for potential applicants – April 7, 2016
- Applications due - April 28, 2016
- Citizen work group interviews with applicants – June 8, 2016
- Deliberation of citizen work group – June 9, 2016

Twenty six (26) grant applications were received totaling \$253,900 in requests for the categories of Arts & Culture (AC), Community Building (CB), and Economic Stimulation (ES).

The chair of the work group vetted the grant applications for completeness, reproduced and distributed the applicants to the reviewers, led the evaluation process, scheduled the applicant interviews, and summarized committee recommendations for grant awards to the City.

This year the committee also spent time revisiting the evaluation criteria set by Council years ago (Exhibit B) to ensure all members had the same understanding when evaluating the merits of each proposal. These discussions led the group to more narrowly interpret some of those criteria and, as a result, the applications were scrutinized somewhat differently than in prior years. They also collectively agreed on other funding philosophies that influenced their decisions. These are described further in Exhibit A.

The committee is also recommending that prior to next year’s grant process, the City Council or a Council subcommittee or task force work to further clarify the City’s intent for use of the grant funding, including further defining what the Council and City Attorney consider to be legitimate public purposes. This would be meant to provide clearer guidance to future evaluators so they can come back with recommendations that are closely aligned with Council’s wishes.

The purpose of this agenda item is to finalize and distribute the FY17 grant awards. The final funding recommendations total \$133,400, which is \$16,600 less than the budgeted total for FY17.

The funding recommendations are as follows:

Organization	Requested	Recommend
Sedona Red Rock Trail Fund	\$10,000	\$10,000
Sedona Recycles	\$9,000	\$9,000
Verde Valley Caregivers/Mitvah Day	\$2,000	\$2,000
Sedona Historical Society/Heritage Museum - <i>Veterans Day Tribute</i>	\$600	\$600
Yavapai Food Council	\$10,000	\$10,000
Sedona Community Food Bank	\$9,300	\$0

Sedona Arts Center - Plein Air Festival	\$15,000	\$7,000
Gardens For Humanity	\$1,200	\$1,200
Sedona International Film Festival	\$30,000	\$20,000
Hummingbird Society	\$5,000	\$4,000
Sedona Visual Artists Coalition	\$15,000	\$10,000
Sedona Historical Society/Heritage Museum - <i>Going Green Project</i>	\$4,200	\$0
Yavapai Big Brothers & Big Sisters	\$9,600	\$9,600
Sedona Arts Center-Community Arts Outreach	\$16,000	\$3,000
Humane Society of Sedona	\$3,000	\$3,000
Sedona Arts Festival	\$10,000	\$8,000
Verde Valley Sinfonietta	\$8,000	\$8,000
Sedona Swim Team	\$30,000	\$1,500
Sedona Chamber Ballet	\$10,000	\$10,000
Chamber Music Sedona	\$15,000	\$11,500
Red Rocks Music Festival	\$5,000	\$0
Keep Sedona Beautiful	\$5,000	\$0
Sedona Arts Center - Artist in Residence	\$14,000	\$0
Cornucopia Community Advocates	\$3,000	\$0
Sedona Marathon* (Chamber of Commerce)	\$4,000	\$0
Rotary Club of Sedona Red Rocks	\$10,000	\$0
Total	\$253,900	\$128,400
Remaining from \$150,000 budget	(\$103,900)	\$21,600

Exhibit A was prepared by Committee Chairman Stephanie Giesbrecht, and provides a narrative summary of this year's process and committee approach, a synopsis of each grant application, a summary of the discussion and deliberation by the Committee regarding each application, and funding recommendations.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Modify existing funding recommendations for the various applicants.

MOTION

I move to: approve the Grant Evaluation Committee Fiscal Year 2017 recommendations in the total amount of \$133,400 as itemized in Agenda Bill 2131.

Approve Fiscal Year 2017 small grant awards in the total amount of \$_____, in accordance with the Grant Evaluation Committee recommendations as itemized in Agenda Bill 2131, with the following exceptions:

THIS PAGE INTENTIONALLY LEFT BLANK.

**CITY OF SEDONA SMALL GRANTS REVIEW COMMITTEE RECOMMENDATIONS
FISCAL YEAR 2017**

INTRODUCTION

This year's recommendations are based on narrower interpretations of the essential criteria for public money funding, "public purpose", "direct vs indirect" public benefit, and exclusionary elements, than has been considered in previous years. This committee also took a stance on repetitive funding of private-interest programs offered by long-standing organizations with financial engines having shown themselves to be viable. The narrative explanations address impacts these factors had on this year's committee recommendations.

You will also note, not all the funding available was recommended for award. The committee recommended those amounts it felt were justified per the requests based on merit. The committee did not feel obligated to recommend the distribution of all funds simply because they were available. Again, the narratives will indicate the factors considered in the amounts recommended.

Another committee funding concept which influenced recommendations, is that funding can be used as seed money to private-interest not-for-profit organizations having financial engines, or customarily having financial engines (ticket sales/membership) to support their activities, which also show the potential/capacity for becoming viable/self-sustaining in the long term. In these cases, seed money is appropriate for programs and events promoting the arts, community building and economic stimulation in Sedona.

The reductions in support to those traditionally funded programs is not meant to discount their value to the community, but to challenge the organizations to explore every way possible to have the programs stand on their own. Continued funding would still be considered, but the organization will need to show it has exhausted other options. One long-time funded arts organization did so successfully this year and was recommended for the full amount of its request.

Due to the evolution of the definition of "public purpose" from the inception of the current grant process guidelines, the committee recommends a task force be assembled to review, and with assistance of the City Attorney's Office, recommend a definition of "public

purpose" as it applies to Sedona. The committee also recommends the review of guidelines for assessing destination marketing requests by individual organizations, as also since the creation of the current guidelines, economic times have changed, and Sedona Chamber of Commerce, with the cooperation of the local lodging industry and the City, has realized significant funding for enhanced destination marketing.

FY2017 City of Sedona Small Grants award budget \$150,000

Organization	Requested	Recommended	
Chamber Music Sedona	\$15,000	\$11,500	

Chamber Music Sedona requested \$6,500 to "maintain and expand high level programs in Sedona schools" and the community (library concerts), \$3,500 for consultation fees to educate Chamber Music board members on how to "improve and enhance fundraising capabilities", and \$5,000 to offset venue expenses at SPAC. The committee recommends awarding the \$6,500 requested for the school program and the \$5,000 requested offset to SPAC venue expenses.

The school programs meet all criteria for funding by public monies. They deliver a direct public benefit and have no exclusionary element in that the programs are free to all who wish to participate. The SPAC venue expense award initiated discussion in that subsidizing the venue fees constitutes offsetting costs being incurred by a private interest group in pursuit of programs which are exclusionary to some by the cost of admission/membership therefore violating the strict interpretations of direct public benefit and free and open access.

However, the committee members understand the City of Sedona's stated commitment to the arts thereby allowing us to interpret having chamber music available in our community serves a Sedona "public purpose". Additionally, fees to SPAC feed back into the school district, a public entity.

The committee does not recommend funding consultation fees to educate individual private interest board members. Though the end result may be to assist an organization which contributes to the City's goal of supporting the arts in Sedona, the committee concurred this request was too far removed from even a soft interpretation of "public purpose" and "direct public benefit."

Further, Chamber Music Sedona netted \$20,000 this past year, for which it should be complimented, indicating success with it new business model and its journey to self-sustainability.

Cornucopia Community Advocates	\$3,000	\$0	
---------------------------------------	---------	-----	--

The concept of a Sedona Kindness Day is commendable. However, the committee does not recommend funding for the following reasons. Cornucopia's, profit and loss statement indicates only \$100 income, \$25 expense, this fiscal year for the Sedona Kind project. The program did not exist last year according to that P/L, therefore it appears to only have \$75 in funds. As Cornucopia has taken ownership of this program, it may intend to further fund its activities, but there is no indication of this in the application. There is reference to anticipated active participation by businesses and not-for-profits in the Day's events, but no actual commitments seem to have been received. There is no mention of considering this an annual event, or of plans for its sustainability. Though having aspects different than those of Mitzvah Day, Kindness Day does have similarities. The committee feels a collaboration with the well-established Mitzvah Day, at least initially, would assist Kindness Day to establish its credibility, and to engage financial, sponsorship and participant commitments.

Gardens For Humanity	\$1,200	\$1,200	
-----------------------------	---------	---------	--

These monies will allow Gardens to continue its successful earth/plant/nutritious food education of middle-school children using various expressive mediums including art crafts, music and dance.

Humane Society of Sedona	\$3,000	\$3,000	
The committee recommends full funding for 100 rabies shots to be made available at no charge to income-qualified Sedona pet owners.			
Hummingbird Society	\$5,000	\$4,000	
This annual festival has shown steady growth in attendance, quality, scope and organization stability. The event organizers are also seeking collaboration with other area birding events. The recommended award is \$1,000 less than last year, and less than requested. The committee's intent is to show continued support, but to also encourage the move toward self-sustainability.			
Keep Sedona Beautiful	\$5,000	\$0	
The committee recommends no funding in this case for the following reasons. The funding request was for purchase of vests and litter-pickup sticks (Hand-lever operated clamp sticks), to be used for litter pick-up in residential areas. When asked, the applicant admitted there was little need for residential litter pick-up other than immediately contiguous to businesses such as convenience and grocery stores. It was also disclosed that the equipment (vests and pickers) are handed out to volunteers, but not documented as to who has the equipment and whether or not the volunteer actually goes out and picks up any litter with it. In addition, if the volunteer does pick up litter, the organization does not necessarily know what areas the volunteers are servicing.			
Red Rocks Music Festival	\$5,000	\$0	
The committee recommends no funding in this case for the following reasons. This program in its same form has been active since 2002 and has not asked for City funding. When asked, the applicant indicated the request was to cover increased venue costs, but was unable to be specific. The program does offer music education/exposure in the schools, but does not indicate how often or to how many or any other details of this element. The program offers free performance tickets to low income Sedona residents, but also does not specify how many. Program elements are described in the vaguest of terms. Unfortunately, the applicant's knowledgeable representatives were unavailable in person or by phone.			
Rotary Club of Sedona Red Rocks	\$10,000	\$0	
The committee recommends no funding in this case for the following reasons. The request was submitted as a community building event. It is however exclusionary in that admission and age restrictions apply. The application stated concessions in these areas would be possible but it is beyond the scope of this committee to negotiate programming. In addition, last year's event showed a \$4,000+/- profit which does not appear to be rolled over to this year's event budget. In this case, the organization budget shows the profit going to support organization infrastructure or the organization's charitable projects, both of which dis-qualify the request as fundraising.			
Sedona Arts Center - Artist in Residence	\$14,000	\$0	
The committee recommends no funding in this case as the potential return on investment is highly speculative. If a return was realized, how long it would take, in what form it would come, and in what amount are not known. The results of a pilot program in VOC this year, may give some indication of how a similar program in Sedona would fare. The proposal lacked sufficient detail to demonstrate the community benefit.			

Sedona Arts Center - Plein Air Festival	\$15,000	\$7,000	
Sedona Arts Center has shown itself to be a viable, financially stable organization. The committee recognizes the value Plein Air festival brings to Sedona, both economically and culturally, and has awarded funds toward the festival consistently in the past. The committee recommends less funding be directed at Plein Air to encourage and challenge SAC to explore how this event may become self-sufficient.			
Sedona Arts Center-Community Arts Outreach	\$16,000	\$3,000	
SAC is recommending this new program and was not able to provide specifics as to where, to whom, and how the program will be executed. The committee is in favor of the concept and recommends awarding \$3,000 for a pilot program in Sedona.			
Sedona Arts Festival	\$10,000	\$8,000	
Even though this is a long standing festival receiving significant annual support from the City, the organization delivered compelling evidence that expenses and adjustments have been tweaked to the maximum. Further adjustments would negate the festivals purpose of being the largest, most diverse juried destination art event in Sedona. Further discussions revealed its attendance of 3,000 seems to be the maximum achievable for the festival even by increasing marketing monies spent. The organization also demonstrated its inability to be sustainable without assistance from the City. \$8,000 was awarded last year. The committee recommends \$8,000 be awarded again this year.			
Sedona Chamber Ballet	\$10,000	\$10,000	
If awarded this will only be the second year Chamber Ballet has requested funding from the City to stage The Nutcracker. The amount requested covers only the shortfall from last year. This year it is projected to cover that shortfall and earn a modest profit. The Nutcracker production has become a part of Sedona's Holiday Central, and is currently the only theatre ballet production in Sedona. The committee recommends funding of \$10,000 this year to assist the organization toward self-sustainability.			
Sedona Community Food Bank	\$9,300	\$0	
The only reason the committee recommends a -0- award, is the organization shows \$684,000+ in unrestricted reserve cash, which appears to be spinning off \$21,000+ in annual earnings. We understand the organization has earmarked this cash for construction of a new, much-needed facility. At this time, the organization is still looking for a suitable facility site, which indicates the reserve cash need is not imminent for construction.			
Sedona Historical Society/Heritage Museum - <i>Going Green Project</i>	\$4,200	\$0	
This request is for LED lamps and fixtures. The committee recommends -0- funding as the stretch for this project's compliance with "public purpose" and "direct benefit" definitions is just too far.			
Sedona Historical Society/Heritage Museum - <i>Veterans Day Tribute</i>	\$600	\$600	
The committee recommends full funding for this annual Veterans' Day event.			

Sedona International Film Festival	\$30,000	\$20,000	
Sedona Film Festival is a stable organization with a strong financial engine. The committee recommends funding in the amount of \$20,000 with the following caveat. Future funding will be considered for new projects that produce an increase, over and above what the Festival currently delivers to City revenues, in at least the amount the City grants to the Festival. Committee members express concern as to public monies subsidizing ticket prices.			
Sedona Marathon* (Chamber of Commerce)	\$4,000	\$0	
Three reasons the committee recommends -0- funding to this request. 1) The Chamber no longer produces the event. 2) The Chamber receives an annual licensing fee of \$22,000 from the event 3) The event promoter was able to make a \$22,000 profit for the 2016 event, and is conservatively projecting a \$17,000 profit for 2017. The committee feels compensation to SPD should come from a portion of the profit or the licensing fee.			
Sedona Recycles	\$9,000	\$8,760	
The committee recommends full funding to cover Community discarded/recycle item services over and above the Center's usual scope of work. The committee verified by phone call that additional monies given to Sedona Recycles on their contract did not include the items processed in this program, and that the items in this program come from Sedona. Items include clothing, batteries, electronics, household goods.			
Sedona Red Rock Trail Fund	\$10,000	\$10,000	
The committee recommends full funding to cover the much needed, long overdue upgrade and maintenance of one of Sedona's most valuable natural resources. The committee also wishes to recognize the collaborative efforts of Sedona's private citizen groups in the creation of this organization. The committee is aware of the significant sums of monies given to this program by various sources. The Forest Service representative indicated it would be able to effectively use \$400K of funding to bring trail management and maintenance to acceptable standard.			
Sedona Swim Team	\$30,000	\$1,500	
The activities of the Sedona Swim Team are largely a private endeavor. The committee recommends funding the public elements of the Team's request. \$1,500 to cover 50% cost of new equipment which is also made available to the public.			
Sedona Visual Artists Coalition	\$15,000	\$10,000	
This organization shows annual growth and dedication to operational detail supporting the growth. The committee recommends funding \$10,000 to assist with the Coalitions continued growth and further development of operating efficiencies.			
Verde Valley Caregivers/Mitvah Day	\$2,000	\$2,000	
The committee recommends full funding of this well-established annual Community event having no financial engine.			
Verde Valley Sinfonietta	\$8,000	\$8,000	
The committee recommends full funding to allow this organization to supervise and assist the string instrument teachers in Community schools to purchase and repair much needed string instruments for student musicians.			
Yavapai Big Brothers & Big Sisters	\$9,600	\$9,600	
The committee recommends full funding for this organization to achieve 8 new "Big" / "Little" matches in the City of Sedona.			

Yavapai Food Council	\$10,000	\$10,000	
<p>The committee recommends full funding to assist this organization reach its goal of constructing a commercial kitchen to provide healthy, child-desireable meals for area schools. This organization demonstrates a solid plan for achieving self-sufficiency in the shortest time possible, while creatively servicing what contracts it can during kitchen construction.</p>			
Total	\$253,900	\$21,600	Remaining

THIS PAGE INTENTIONALLY LEFT BLANK.

Grant Evaluation Criteria

Rating Scale of 1-5, 1 = low, 5 = high

- A. Meets Public Purpose Definition as Defined in the General Criteria
 - 1. Meet the definition of public purpose by providing the following:
 - a. Direct public benefits as opposed to an indirect or remote benefit,
 - b. Programs and services that promote public health, safety, general welfare, prosperity and contentment, and,
 - c. Equal and open access to all members of the community with no one being easily excluded.
- B. City Priority/Need
 - 1. Funding request is in line with the Community Plan and City Councils Goals & Priorities
- C. Community Impact
 - 1. Breadth and depth of reach into community
 - 2. How well is target population identified
 - 3. How well is target population served
- D. Organizations' Administrative Capacity
 - 1. Capacity- Can the organization able to accomplish their goals with the staff/volunteers they have?
 - 2. Mix of employees and volunteers
 - 3. Leadership/management depth
 - 4. Board of Directors
- E. Financial Strength
 - 1. Ability and active pursuit to generate other revenue streams
 - 2. Cash reserves- reasonableness of reserves for this type of organization (too much? too low?, just right?)
 - 3. Financial sustainability
 - 4. Overall strength of financial statement
- F. Performance Indicators
 - 1. Provided specific measurements against objectives
 - 2. How appropriate and adequate are the tools used to measure performance?
 - 3. Quantitative and qualitative analysis
- G. Financial Need
 - 1. Does organization have other sources of revenue?
 - 2. Percentage of City funding for program vs. outside funding
 - 3. Adequately demonstrate need for monetary assistance
 - 4. Is City funding essential to provide the service/program?
- H. Overall recommendation
 - 1. This is a subjective rating of the reviewer's impression as to whether the City should fund the organization

THIS PAGE INTENTIONALLY LEFT BLANK.



**CITY COUNCIL
AGENDA BILL**

**AB 2132
July 12, 2016
Regular Meeting**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action to approve a Request for Proposals and associated contract documents to seek proposals from private hauler(s) to provide a Citywide, City-managed residential trash and recycling program.

Department	City Manager's Office
Time to Present	15 Minutes
Total Time for Item	30 minutes
Other Council Meetings	March 23, 2016 City Council Work Session May 25, 2016 Procurement Strategy Workshop
Exhibits	A. Request for Proposals Document

City Attorney Approval	Reviewed 6/21/16 RCR	Expenditure Required	\$ 0
City Manager's Recommendation	Review and approve RFP for trash and recycling services.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On March 23, 2016, the City Council held a work session to discuss the way trash and recycling services are currently provided within the City of Sedona and to explore the possibility of transitioning from the existing open system to a City managed system by which the City contracts with a private hauler or haulers to provide Citywide residential trash and recycling services.

At that time Council directed staff to move forward with the development of a Request for Proposals (RFP) document that would solicit vendors to submit contract proposals.

The Council then held a procurement strategy session on May 25, 2016 to discuss the framework for the RFP document and Council provided direction regarding various elements of the RFP including the following:

- Number of service areas (i.e. zones)
- "Bundled" vs. "unbundled" contract for services
- Base services vs. optional additional services

- Optional cart sizes and procurement/ownership of carts
- Collection frequencies
 - Refuse
 - Recycling
 - Bulky waste (if applicable)
 - Other
- Collection systems to be considered
 - Solid waste and dual stream/curb sort recycling
 - Solid waste and single stream recycling
 - Solid waste and recycling drop off
 - Mixed waste with recycling processing requirement
- Opt-out options (including temporary vacation holds)
- Billing and customer service responsibilities
- Evaluation process criteria (i.e. best value, local experience, etc.)

Consultant and staff recommendations were provided for each of those areas.

During the procurement strategy session, by majority consensus, Council directed staff to:

- Include the opportunity to request pricing and a description from vendors for all 3 types of services, the single stream, dual stream, and curbside with the sorting done by the hauler under the Collection Services in the Scope of Work Topic of Table-1
- Ask vendors to describe the environmental impact of their services under the Evaluation Criteria Topic of Table-1
- Add a statement that “it is preferred to have the collection of the refuse and recycled materials done for customers on the same day” under Collection Services in the Scope of Work Topic of Table-1
- Add glass to the minimum materials accepted list under Additional Recycling Program Requirements of Table-2
- Remove the recommendation “Vendors to identify whether vehicles will be Diesel or CNG vehicles” from the Collection Vehicle Requirements Recommendations of Table-2.

The draft Request for Proposals document has been revised to reflect these Council directives. It is included as Exhibit A.

Proceeding with an RFP does not obligate the City to select a vendor and initiate a program, but the process will allow the City Council to evaluate the merits of the various proposals and then make an informed decision as to whether or not the terms proposed are attractive enough to move forward with an actual contract and change in the existing service model. Once proposals are received, there will be another opportunity for community input and Council could then vote to negotiate and adopt a contracted proposal, or decline all proposals and decide against contracting altogether.

Once approved by Council, the RFP will be released the week of July 25th. Proposals will be due September 26, 2016.

Community Plan Consistent: Yes - No - Not Applicable

Sustainability is cited as an inclusive goal of the plan. The Community Plan Summary states that “Sustainability is a fundamental goal of this Community Plan. Sustainability as

envisioned by the Community Plan is not just about reducing our impact on the environment, but is equally about maintaining and enhancing the connections and ties that bind individuals and form Sedona’s community fabric. Sustainability in the Sedona of today and tomorrow will lead to policies and actions by government and citizens that enhance our natural and built environments, create a diversified economy, improve individual and collective quality of life, and create an educated, equitable and prosperous community.”

There are six major outcomes identified in the Community Plan Summary. These are explanations of what we want the community to look and feel like in 2020 and beyond. One outcome is Commitment to Environmental Protection, which states that “Sedona has become an international model for the successful balancing of environmental protection and human wants and needs. To protect our unique setting for future residents, Sedona’s city government and residents have working in tandem to achieve and promote sustainable living, and to develop best practices for maintaining sustainable business and recreational philosophies.”

Environmental stewardship is a Vision Theme of the Community Plan. The Plan states that “Sedona is known for practices that respect and protect the natural environment, and as the responsible caretaker of one of the world’s greatest treasures.”

In Chapter 5 of the Plan, Environment, the Plan states “Protection of the environment is the community’s top priority, and sustainability is a fundamental goal of the Plan. This chapter addresses our impacts to the environment, locally and globally, from conserving non-renewable resources to protecting the health of the ecosystem. While some of these issues may not seem to be a problem today, if the current rates of consumption and impacts continue, the long-term results will be a significant decline in the health of the environment, the availability of vital resources, and the community’s quality of life.”

Policy eight on page 78 of the Environment Section of the Plan is to reduce harmful emissions and policy thirteen is to support recycling and other waste stream reduction efforts. Action item seven, which is part of the priorities for years 6-10 of the Environment Action Plan (page 79) is to develop an action plan that would focus on methods to improve energy efficiency and conservation and reduce harmful emissions.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the Exhibit A RFP document

Or

I move to: approve the Exhibit A RFP document with the following changes:

THIS PAGE INTENTIONALLY LEFT BLANK.



City of Sedona

REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
1:30 p.m., PST on Wednesday, August 10, 2016

PROPOSAL SUBMISSION DEADLINE:
4:00 p.m., PST on Monday, September 26, 2016

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

Contents

	<u>PAGE</u>
SECTION 1: INSTRUCTIONS TO PROPOSERS	1-1
SECTION 2: BACKGROUND AND SCOPE OF SERVICES	2-1
SECTION 3: PROPOSAL CONTENT	4-1
 <u>APPENDICES</u>	
APPENDIX A – RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES PLANNING STUDY CITY COUNCIL PRESENTATION AND CUSTOMER INPUT RESULTS	A-1
APPENDIX B – CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES	B-1
APPENDIX C – FORMS	C-1

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

SECTION 1: INSTRUCTIONS TO PROPOSERS

1.01 SUBMISSION OF PROPOSALS

- A. Proposal documents may be downloaded from www.sedonaaz.gov/business/doing-business/bids-rfp-s or by emailing kosburn@sedonaaz.gov.
- B. **A NON-MANDATORY Pre-Proposal Conference will occur at 1:30 p.m., PST on Wednesday, August 10, 2016 in the Vultee Conference Room at City Hall 102 Roadrunner Drive, Sedona, Arizona 86336.**
- C. **Sealed proposals, one (1) original, twelve (12) copies, and one (1) electronic copy in PDF format on a compact disc (CD) or flash drive, will be received by the City until 4:00 p.m., PST on Monday, September 26, 2016 at the City Manager's Office, Attn: Karen Osburn, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336. The outside of the envelope must bear the notation:**

SOLID WASTE AND RECYCLING SERVICES
September 26, 2016, 4:00 P.M.

- D. Proposer may withdraw his Proposal at any time prior to the last date and time specified for the Proposal submission deadline. A Proposer may resubmit his Proposal at any time prior to the deadline for the submission of Proposals, pursuant to the Proposal procedures requirements stated herein. Once Proposals are opened, no Proposer may modify or withdraw his Proposal within one hundred eighty (180) days after the Proposal submission deadline.
- E. Proposal is invalid if it has not been received by City by the last time and date for Proposal submission deadline indicated herein, or prior to any written extension thereof issued to the Proposer. Proposals received after the deadline will be returned unopened.
- F. The City of Sedona assumes no liability for any costs incurred by Proposers in responding to this RFP, including, but not limited, costs associated with proposal, interviews, or requests for additional information.
- G. Responses to this RFP become the exclusive property of Sedona. All responses become a matter of public record and shall be regarded as such with the exemption of those elements clearly defined by vendors as business or trade secrets.

1.02 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS AND ISSUANCE OF ADDENDA

- A. Any and all explanation, clarification, or interpretation desired by a respondent regarding the meaning or interpretation of this Request for Proposals or any part thereof must be requested in writing and directed to kosburn@sedonaaz.gov, before 4:00 PM,

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

PST on Wednesday, August 24, 2016. No further inquiries will be accepted after 4:00 PM, PST on Wednesday, August 24, 2016.

- B. If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such explanations, clarifications, or interpretations. Oral explanations, clarifications, or interpretations given before the award of the Contract are not binding.
- C. Only written explanations, clarifications, or interpretations by addendum shall be binding. No Proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.
- D. It is the obligation of each Proposer to make sure that it has received any and all addenda prior to submitting its Proposal.

1.03 UNAUTHORIZED COMMUNICATIONS

From the release of this RFP through the City Council award of a Contract, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Department, or as otherwise herein provided is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants (Burns & McDonnell) regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

1.04 CITY'S EXCLUSIVE RIGHTS

- A. The Proposer acknowledges the right of the City to reject any and all proposals and cancel the project at any time.
- B. The Proposer acknowledges the right of the City to waive and/or request clarification of any informality or irregularity in any Proposal received.
- C. In addition, the Proposer recognizes the right of the City to reject a Proposal if the Proposer failed to submit the data required by the RFP, or if the Proposal is in any way incomplete or irregular.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- D. The City may reject a Proposal due to any irregularity, informality or non-responsiveness, including, but not limited to, any of the following:
1. Proposals which are not timely submitted;
 2. Proposals which are not signed;
 3. Proposals containing omissions, alteration of form, additions, qualifications, or conditions not called for by the City, or incomplete Proposals may be considered in non-compliance and may be rejected. In any case of ambiguity or lack of clarity in the Proposal, City reserves the right to determine the most advantageous Proposal or to reject the Proposal; or
 4. Any other cause requiring or permitting rejection under applicable law.
- E. City shall have all other rights with regard to the Proposal provided by law.

1.05 PROPOSAL EVALUATION PROCESS AND CRITERIA

- A. Following receipt of Proposals, each Proposal will be evaluated according to the following criteria. City will select the Proposer that demonstrates the best value for the City based on the following criteria:
- Financial proposal
 - Proposed approach
 - Environmental impact of operations
 - Efficacy of recycling
 - Transition plan
 - Experience and references
 - Local presence and community involvement
 - Financial history
- The City has not assigned any preference to the above evaluation criteria. The evaluation process is designed to allow discretion to City Council to select the most responsive proposer that in the opinion of City Council is the most economically advantageous for the City.
- B. Award of Contract, if any, will be made by formal action of the City Council. If City Council awards a Contract, City Council will award one Contract. City Council reserves the right to not award a Contract. City reserves the right to maintain status quo in regards to the services requested herein.
- C. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from those that submitted proposals. In addition, the City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

SECTION 2: BACKGROUND AND SCOPE OF SERVICES

Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer’s own investigation and research regarding all of such conditions, and that Proposer’s conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a Proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of Proposal Forms.

Any terms defined in the Contract located in Appendix B will have the same meaning in this RFP.

2.01 BACKGROUND

City of Sedona is home to approximately 5,000 residential customers. Currently, City residents receive services through contracts between the individual residential customer or their Homeowner’s Associations and private haulers. Based on a 2015 residential survey, the City estimates that 3,935 residential customers (78.7%) contract directly with private haulers for solid waste and recycling services. Approximately 775 residential customers (15.5%) contract via their Homeowner’s Association and 290 residential customers (5.8%) do not contract for solid waste and recycling services. Table 1 provides a summary of residential customers and the current contracting mechanism for solid waste and recycling services.

Table 1: Summary of Residential Customers by Solid Waste and Recycling Contract Mechanism

Contracting Mechanism	Percent of Total	Estimated Residential Customer Count
Individual contract	78.8%	3,935
Homeowner’s Association contract	15.5%	775
Does not contract for services	5.8%	290
	100.0%	5,000

Residential customers whom contract for services receive once per week collection of solid waste via carts. As for recycling services, City residents receive varying levels of recycling services

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ranging from no collection up to once per week collection of recyclable materials. Recycling services include curb sort, single-stream, and mixed waste collection. The costs for solid waste and recycling services for City residential customers vary from neighbor to neighbor.

The City conducted a Residential Solid Waste and Recycling Services Planning Study to evaluate transitioning from the current residential solid waste and recycling program to a City-wide residential solid waste and recycling program. As part of the study, the City solicited input from residential customers via a telephone survey, focus groups, and public meetings. In addition, the City considered economic benefits (e.g. lower service rates and reduced road wear) as well as environmental benefits (e.g. increased recycling rates and decreased fuel consumption and emissions) to the community. Appendix A includes the Residential Solid Waste and Recycling Services Planning Study City Council presentation and study’s customer input results. On March 23, 2015, City Council, considering the City’s evaluation, including the findings of the study, requested staff issue this RFP for solid waste and recycling services.

2.02 SCOPE OF SERVICES

To provide the best value for the City, the City encourages vendors to team together to provide the scope of services requested by the RFP. The purpose of this section is to familiarize the Proposers with key components of the requested scope of services to be included in the Contract.

The successful Proposer will be the exclusive provider of solid waste services and recycling services to residential customers within the City. In addition to residential solid waste services and residential recycling services, **the City is evaluating the option for the successful Proposer to provide residential bulky waste services, City facilities services, and/or special events services.**

If the City awards a Contract, the scope of services shall include solid waste services and recycling services to residential customers within the City. The City is aware of the complexity of the services to be provided and the fact that there is more than one approach to provide the scope of services. The City has identified minimum requirements and service options for residential services. The successful Proposer must meet all minimum requirements. The successful Proposer may select amongst the service options identified by the City to develop a proposal that in its opinion provides the best value to the City. The City will select amongst the service options based on the proposals prior to award of the Contract. Table 2 provides an overview of the residential services being considered by the City. Table 2: Summary of Residential Services Minimum Requirements and Service Options

Residential Services	Minimum Requirements	Service Options
Solid Waste Services	<ul style="list-style-type: none"> • Collection Frequency. Once per week. • Cart Sizes. 95 gallon and 65 gallon. • Type of Collection Program. 	<ul style="list-style-type: none"> • Additional Cart Size. 35 gallon.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

	Universal collection program. • Collection Location. Curbside and side door.	
Recycling Services	• Collection Location. Same location as solid waste services.	• Collection Frequency. Once per week or every other week. • Cart/Bin Sizes. Proposer to specify. • Type of Collection Program. Universal or subscription collection program. • Collection Method. Single-stream, dual stream, or curb sort collection. ¹

1. For single-stream and curb sort recycling programs, residential customers may set-out program recyclable materials commingled and the successful Proposer will be solely responsible for sorting the recyclable materials. For dual stream recycling program, residential customers will be responsible for sorting materials into two material groups (e.g. paper and other recyclable materials) and the successful Proposer will be solely responsible for all other sorting of recyclable materials. Mixed waste collection (e.g. collection of recyclable materials commingled with solid waste) may be proposed in addition, but not as a substitute, to single-stream, dual stream, or curb sort.

For residential solid waste services, the successful Proposer must provide once per week collection of solid waste via 95 gallon and 65 gallon carts to all residential customers in the City except as explicitly excluded in the Contract (e.g. universal). The successful Proposer shall offer solid waste services curbside and side door. For residential customers whom generate less solid waste, Proposers may propose to provide once per week collection via 35 gallon carts in addition to the required 95 gallon and 65 gallon carts.

For residential recycling services, the successful Proposer must provide collection of program recyclable materials. Residential solid waste services will be provided at the same location which the residential customer receives solid waste services. The City is considering whether recycling services will be provided (i) weekly or every other week; (ii) to all residential customers except as explicitly excluded in the Contract (e.g. universal) or to only residential customers whom subscribe for the recycling services (e.g. subscription program); and (iii) single-stream, dual stream, or curb sort.

In addition to residential solid waste services and residential recycling services, the City is evaluating the option for the successful Proposer to provide residential bulky waste services, City facilities services, and/or special events services. Proposers may propose to not offer bulky waste services, City facilities services, and/or special events services. **If Proposers offer bulky waste services,** Proposer can propose to provide the services on a semi-annual and/or on-call bulky waste services. **If Proposers offer City facility and special event services,** Proposers may propose to provide the services via carts and/or dumpsters and from once per week up to seven times per week.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

The City will select amongst the residential solid waste service and recycling service options as well as whether to include or exclude residential bulky waste services, City facilities services, and/or special events services based on the proposals prior to award of the Contract.

Services performed will be in accordance with the Contract included as Appendix B. Proposers must carefully review the Contract in Appendix B. The following is an overview of the scope of services.

- A. **Contract Term.** The Contract awarded in response to this RFP will commence on the date agreed upon by the City and the successful Proposer but no later than 180 calendar days from award of the Contract. The initial term of Contract will be five (5) years. After the initial term, the City may renew the Contract for two (2) additional renewal terms of three (3) years each.

- B. **Exclusive Services Provider.** The successful Proposer will be granted the exclusive right to provide residential services within the City. The successful Proposer shall not have the exclusive right to provide services that are not explicitly included in the Contract. For example, the successful Proposer and other vendors may provide solid waste and recycling services to multi-family and commercial customers within the City.

- C. **Residential Solid Waste and Recycling Services.**
 - a. **Base Residential Solid Waste and Recycling Services.** The successful Proposer will provide once per week solid waste services to each residential customer. In addition, the successful Proposer will provide recycling services. Prior to awarding the Contract, the City will decide whether recycling services will be weekly or every other week; universal or subscription; and single-stream, dual stream, or curb sort.
 - b. **Residential Customers Excluded from Residential Solid Waste and Recycling Services due to Homeowner's Association.** Homeowner's associations may continue to receive services under an existing contract until expiration of the then current contract term. Upon expiration of the homeowner's associations then current contract term, the residential customers within the homeowner's association will transition to the City Contract.
 - c. **Residential Customers Excluded from Residential Solid Waste and Recycling Services due to Other Reasons.** As part of the Residential Solid Waste and Recycling Services Planning Study, residential customers expressed a need to stop service for various reasons such as the resident resides in the City on a seasonal basis or the resident generates minimal waste and shares service with a neighbor. Therefore, the Contract grants residential customers the right to stop residential service for any reason for one or more calendar months upon written notification. If a residential customer wants to receive residential solid waste and/or recycling services, the residential customer must receive residential solid waste and recycling services from the successful Proposer and may not

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

receive the services from another person/vendor.

- D. **Residential Bulky Waste Services.** Prior to awarding the Contract, the City will decide whether the successful Proposer will provide bulky waste services to residential customers as part of the Contract scope of services. If the City includes bulky waste services in the Contract, the City is considering the following service options.
- a. **Semi-annual Bulky Waste Services.** The successful Proposer would collect up to 6 cubic yards of bulky waste from each residential customer twice per year on a scheduled mutually agreed upon between the City and the successful Proposer. The fee for semi-annual bulky waste services would be a monthly fee.
 - b. **On-call Bulky Waste Services.** Residential customers may request bulky waste services as needed. The fee for on-call bulky waste services would be based on a rate sheet.
- E. **City Facilities Services and Special Event Services.** Prior to awarding the Contract, the City will decide whether the successful Proposer will provide solid waste services and recycling services to City facilities and/or special events. Services shall be at a frequency and types of equipment shall be reasonably determined by the City.
- F. **Program Recyclable Materials.** The successful Proposer will collect and process all program recyclable materials collected. Program recyclable materials must, at a minimum, include the following materials currently accepted:
- a. **Paper:** newspaper, magazines, catalogs, office paper, junk mail, phone books, corrugated cardboard, paperboard, paper bags/Kraft, Chip board (food boxes), carrier stock (beverage cases), manila envelopes, shredded paper (bagged), and other uncontaminated paper products.
 - b. **Plastics:** #1 - #7 plastic bottles, tubs, buckets, containers, and lids (excludes plastic bags, Styrofoam or PVC pipe).
 - c. **Metal:** Food, beverage and soft drink cans made of tin, steel aluminum or bi-metal; empty aerosol cans; empty paint cans, and small empty propane canisters (excludes scrap metal and five-gallon propane tanks).
 - d. **Glass:** All colors of glass bottles, jars and containers.
- The City requests Proposers to identify other materials that City may include as program recyclable materials. If glass cannot be collected curbside, Proposers must provide other means for collection (i.e. drop-off center).
- G. **Collection Location.** The successful Proposer will offer solid waste and recycling services to residential customers curbside as well as side door. Side door collection will be provided at the same fee as curbside collection for residential customers where all adult occupants residing therein are handicapped, or due to age or verified physical limitations, cannot safely move containers, and if a request for side door collection has been made to, and approved by the City, in the manner required by the City. Other residential customers may request side door collection and pay the side door collection fee.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- H. **Scheduled Collection Days.** Residential services are to be provided from Monday through Thursday. The successful Proposers must collect all solid waste from a residential customer on a scheduled collection day. Likewise, the successful Proposer must collect all program recyclable materials from a residential customer on a scheduled collection day. The City prefers each residential customer receive solid waste services and recycling services on the same scheduled collection day. To provide the best value to the City, Proposers may propose to provide services on various days.
- I. **Holidays.** If a holiday occurs on a scheduled collection day for a residential customer, the successful Proposer will provide the collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.
- J. **Carts/Bins.** The City is considering whether the City or the successful Proposer will be responsible for the purchase of the carts/bins. If the Proposer purchases the carts/bins, Proposers may propose to utilize existing carts/bins in good working condition or all new carts/bins. Carts/bins must meet the requirements set forth in the Contract. If Proposer proposes recycling carts, City has a preference that recycling carts have a full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches. Regardless of whom purchases the carts/bins, the successful Proposer will be responsible for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to the carts/bins. If the successful Proposer purchases the carts/bins, the City may assume ownership of carts/bins in the possession of residential customers at the expiration of the Contract.
- K. **Customer Service and Billing.** The City is considering whether the City or the successful Proposer will be responsible for managing all customer service requests and complaints and billing base services. The successful Proposer will be responsible for all other billings. If the Proposer is responsible for customer service requests and complaints and billing base services, the Proposer must adhere to the requirements set forth in the Contract.
- L. **Public Education and Outreach.** Public education and outreach is key to the success of the program. Public education and outreach will be a partnership between the City and the successful Proposer. The successful proposer will develop, print and distribute improper set-out notices and changes in scheduled collection day notices. The City will develop new customer notices and the successful Proposer will print and distribute such notices. All other public education and outreach will be developed by the City with the assistance, upon request of the City, of the successful Proposer. All public education and outreach must be approved by the City.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- M. **Recyclable Revenues.** The City requests Proposers identify the percentage of revenues from the sale of recovered materials to be paid to the City a recyclable revenue share. Understanding the current market conditions, City encourages Proposers to propose a sustainable recyclable revenue share approach. For example, the recyclable revenue share shall be X% when the average revenues per ton exceeds \$X for X months.
- N. **Performance Bond and Insurance.** The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Contract.

DRAFT

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

SECTION 3: PROPOSAL CONTENT

Proposers must submit the following information with the Proposal packets in support of their Proposals. Proposers shall use the following format as a Table of Contents for submittals.

Section 1 - Letter of Intent and Company Overview

1. Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.
2. Proposers shall complete Form 1- Company Information.

Section 2 - Proposed Approach, Environmental Impact of Operations, Efficacy of Recycling, and Transition Plan

1. Proposed Approach and Environmental Impact of Operations

- a. **Overview of Approach to Services.** Proposer shall provide a brief overview of the proposed approach for providing the following:
 - Residential solid waste services
 - Residential recycling services
 - Other Services (e.g. residential bulky waste services, City facilities services, special events services)
- b. **Residential Services Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for residential services. The successful Proposer shall provide residential services from Monday through Friday. The City prefers each residential customer receive solid waste services and recycling services on the same scheduled collection day.
- c. **Description of Carts/Bins.** Proposer shall describe the carts/bins that will be utilized by the Proposer if City elects for the successful Proposer to purchase the carts/bins. The description shall include, at a minimum, the manufacturer, capacity, color, and labeling. Carts/bins must meet the requirements set forth in the Contract. If Proposer proposes recycling carts, City has a preference that recycling carts have a full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches. Photos of the proposed carts/bins should be included. If requested, Proposer shall provide a sample of the carts/bins to the City.
- d. **Description of Collection Vehicles.** City has a preference for environmentally sensitive collection vehicles. Proposer shall provide a description of all collection vehicles to be used to provide services under the Contract. Collection vehicles shall comply with the requirements of the Contract. Descriptions shall include:
 - Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- Number of front line and spare collection vehicles to be used to perform each service.
 - Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
 - Number of personnel needed for each collection crew to conduct each service.
 - Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
 - Environmental features or benefits of proposed Collection vehicles.
- e. **Disposal and Processing Facility Information.** Proposers shall provide the following information for all disposal facility(ies) and processing facility(ies) to be used by the Proposers during the term of the Contract.
- Name, location, and description of the Facility and the type of material that will be processed and/or disposed at the location.
 - Name of the owner and operator of the facility(ies), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.
 - Term of the Proposer's contract with the facility.
- f. **Description of Customer Service and Billing Policies and Procedures.** The City is considering whether the City or the successful Proposer will be responsible for managing all customer service requests and complaints and billing base services. The successful Proposer will be responsible for all other billings. Proposer shall describe the policies and procedures to be used for customer services and billing services if the Proposer is responsible for such services.
- g. **Exceptions to Contract.** Complete Form 2- Exceptions. Proposer shall identify any and all exception(s) to this RFP and the Contract. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Contract will be considered and included in the City's evaluation. If Proposer fails to list any exceptions, Proposer shall not raise or waive any exceptions later if selected for award.
2. **Efficacy of Recycling.** Proposer shall describe the efficacy of the proposed approach to recycling. The description should include, but is not limited to, the following:
- a. Identify all recyclable materials to be collected. Proposer shall collect, at a minimum, the materials defined as program recyclable materials in 2.02(F). Proposer shall identify any additional materials that can be collected as part of the recycling services at no additional cost. If glass cannot be collected curbside, Proposers must provide other means for collection (i.e. drop-off center).

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- b. Description of approach to collection and processing of program recyclable materials (e.g. single-stream, dual stream, curb sort).
 - c. Estimation of recovery rate by program recyclable material.
 - d. Estimate of tonnage diverted by proposed recycling program.
 - e. Identification of end markets.
 - f. Description of approach to recyclable materials characterization audits.
3. **Transition Plan.** Proposer will describe its proposed strategies to ensure a smooth transition from the current program to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
- Individual or group of individuals that will oversee the execution of the transition plan.
 - Proposed approach, including equipment, personnel, and schedule, for delivering carts/bins to customers. Proposers shall also describe how the delivery of carts/bins will be conducted in coordination with the removal of the existing carts used by the customers.
 - Overall schedule for the transition.
 - Proposed strategies for public outreach and education regarding the transition of service providers.

Section 3 – Experience and References

1. **Key Personnel Experience and References.** Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Contract. At a minimum, key personnel shall include general manager, operations manager, and any other personnel that will have regular contact with the City. For each key personnel, provide the name, title, and phone number of two municipal clients for which the key personnel has worked with in the past in a role similar to the role proposed on this project. Please provide resumes (limited to no more than 4 pages each) for each of the key personnel identified in this section.
2. **Company Experience and References.** Proposers shall provide a minimum of three references for other communities, preferably in the region and nearby local governments, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:
 - a. Name of community and description of services provided, including number of residential customers.
 - b. Contact person, including name, title, phone number, and email address.
 - c. Number of years of service and the year in which services began.

Section 4 – Local Presence and Community Involvement

Proposer shall describe the company's local presence and involvement in the City of

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Sedona. Proposer shall specifically describe how their proposed approach for this Contract will include the local community.

Section 5 - Financial History

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two (2) years.

Section 6 - Financial Proposal

Complete Form 3- Financial Proposal.

DRAFT

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

**APPENDIX A: RESIDENTIAL SOLID WASTE AND RECYCLING
SERVICES PLANNING STUDY CITY COUNCIL
PRESENTATION AND CUSTOMER INPUT RESULTS**



**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

**APPENDIX B: CONTRACT FOR SOLID WASTE AND
RECYCLING SERVICES**

DRAFT

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

**APPENDIX C: FORMS
FORM 1: Company Information**

Proposer Name: _____

Full Name of Business: _____

Type of Corporate Entity: _____

Tax ID: _____

Principal Business Address: _____

Local Business Address (if available): _____

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(A) _____

(B) _____

(C) _____

Subcontractor(s)

List all firms participating on this proposal and provide a description of services to be provided by such firm:

Name	Description of Services
(A) _____	_____
(B) _____	_____
(C) _____	_____
(D) _____	_____

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

FORM 2: Exceptions

Proposer Name: _____

List any exceptions to the RFP or Contract below. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative.

Exceptions

DRAFT

If additional space is needed, include additional copies of this page.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

FORM 3: Financial Proposal

Proposers **must complete** the following forms:

- **Residential Solid Waste Services Financial Proposal Forms:** Forms 3.1.1 and 3.1.2
- **Contractor Provided Residential Customer Service and Base Billing Financial Proposal Form:** Form 3.6

Proposers **must complete a minimum of one of the following forms:**

- **Universal Weekly Residential Recycling Services Financial Proposal Forms:** Forms 3.2.1 through 3.2.2
- **Universal Every Other Week Residential Recycling Services Financial Proposal Forms:** Forms 3.3.1 through 3.3.2
- **Subscription Weekly Residential Recycling Services Financial Proposal Forms:** Forms 3.4.1 through 3.4.2
- **Subscription Every Other Week Residential Recycling Services Financial Proposal Forms:** Forms 3.5.1 through 3.5.2

Proposer **must complete** the following forms **if Proposal offers such services:**

- **Residential Bulky Waste Services Financial Proposal Form:** Forms 3.7
- **City Facilities and Special Events Proposal Forms:** Forms 3.8.1 through 3.8.2

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.1.1 and 3.1.2: Residential Solid Waste Services Financial Proposal Forms

Proposers must complete Forms 3.1.1 and 3.1.2. All fees proposed in Forms 3.1.1 and 3.1.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.1.1 and 3.1.2, Proposers must provide all requested fees related to 90-100 gallon and 60-70 gallon carts. The City requests, but does not require, the Proposer to provide the requested fees for 30-40 gallon carts.

The Solid Waste Cart Fee in Form 3.1.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.1.2 assumes utilizing new carts purchased by the successful Proposer or new carts purchased by the City.

Form 3.1.1: Weekly Residential Solid Waste Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	90 – 100 gallon	60 - 70 gallon	30 - 40 gallon
Cart Size¹			
Solid Waste Service Fee²			
Initial Cart			
Curbside Solid Waste Services			per month per initial cart
Side door Solid Waste Services			per month per initial cart
Additional Cart			
Curbside Solid Waste Services		NA	NA per month per additional cart
Side door Solid Waste Services		NA	NA per month per additional cart
Solid Waste Cart Fee³			per month per cart

- Proposers must provide all requested fees related to 90-100 gallon and 60-70 gallon carts. The City requests, but does not require, the Proposer to provide the requested fees for 30-40 gallon carts.
- Proposed fee includes collection and disposal of all solid waste Collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts that are in good working condition and purchased by the successful Proposer. Includes all cart costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.1.2: Alternatives for Solid Waste Cart Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts ¹	Increase / Decrease	per month
City Purchased Carts and Contractor Assumed Other Cart Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts purchased by the successful Proposer. Includes all cart costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
- Assumes City purchases the carts. Contractor responsible for all other cart costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

Forms 3.2.1 and 3.2.2: Universal Weekly Residential Recycling Services

Proposer must complete Forms 3.2.1 and 3.2.2 in accordance with the instruction herein only if Proposer is proposing universal weekly residential recycling services.

All fees proposed in Forms 3.2.1 and 3.2.2 **assume City will be responsible for managing all customer service requests and complaints and billing base services.**

In Form 3.2.1 and 3.2.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.2.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.2.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.2.1: Universal Weekly Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	Single-stream	Dual Stream	Curb Sort
Weekly Recycling Services			
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.2.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.3.1 and 3.3.2: Universal Every Other Week Residential Recycling Services

Proposer must complete Forms 3.3.1 and 3.3.2 in accordance with the instruction herein only if Proposer is proposing universal every other week residential recycling services.

All fees proposed in Forms 3.3.1 and 3.3.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.3.1 and 3.3.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.3.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.3.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.3.1: Universal Every Other Week Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	Single-stream	Dual Stream	Curb Sort
Every Other Week Recycling Services			
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

1. Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
2. Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.3.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

1. Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
2. Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.4.1 and 3.4.2: Subscription Weekly Residential Recycling Services

Proposer must complete Forms 3.4.1 and 3.4.2 in accordance with the instruction herein only if Proposer is proposing subscription weekly residential recycling services.

All fees proposed in Forms 3.4.1 and 3.4.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.4.1 and 3.4.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.4.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.4.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.4.1: Subscription Weekly Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	Single-stream	Dual Stream	Curb Sort
Weekly Recycling Services			
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.4.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

Forms 3.5.1 and 3.5.2: Subscription Every Other Week Residential Recycling Services

Proposer must complete Forms 3.5.1 and 3.5.2 in accordance with the instruction herein only if Proposer is proposing subscription every other week residential recycling services.

All fees proposed in Forms 3.5.1 and 3.5.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.5.1 and 3.5.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.5.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.5.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.5.1: Subscription Every Other Week Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	Single-stream	Dual Stream	Curb Sort
Every Other Week Recycling Services			
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.5.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Form 3.6: Contractor Provided Residential Customer Service and Base Billing Proposal Form

Proposers must complete Forms 3.6. Forms 3.1 through Form 3.5 assumed City would be responsible for managing all customer service requests and complaints and billing base services. In Form 3.6, Proposers must provide the fee if the City elects for the Proposer to be responsible for managing all customer service requests and complaints and billing base services.

Form 3.6: Contractor Provided Residential Customer Service and Base Billing

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Provided Customer Service and Base Billing	Increase / Decrease	per month

Form 3.7: Residential Bulky Waste Services

Proposer must complete Forms 3.7 in accordance with the instruction herein only if Proposer is proposing residential bulky waste services. In Form 3.7, Proposers must provide the requested fees related to semi-annual bulky waste services and/or on-call bulky waste services. Proposer are not required to provide fees for each (i.e. semi-annual bulky waste services, on-call bulky waste services).

Form 3.7: Residential Bulky Waste Services

Description	Proposed Monthly Fee per Residential Customer
Semi-annual Bulky Waste Services	per month
On-call Bulky Waste Services	Attach Rate Sheet

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.8.1 and 3.8.2: City Facilities and Special Events Proposal Forms

Proposer must complete Forms 3.8.1 and 3.8.2 in accordance with the instruction herein only if Proposer is proposing City facility and special events services. The City requests, but does not require, the Proposer to provide the requested container types and sizes and collection frequencies.

Form 3.8.1 –Solid Waste Services via Carts or Dumpster for City Facilities and Special Events

Container Type and Size	Weekly Collection Frequency ¹						
	1	2	3	4	5	6	7
90- 100 gallon Cart							
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Includes disposal of collected material.

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

Form 3.8.2 –Recycling Services via Carts or Dumpster for City Facilities and Special Events

Dumpster Type and Size	Weekly Collection Frequency ¹						
	1	2	3	4	5	6	7
Cart			NA	NA	NA	NA	NA
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Includes processing of collected material.

DRAFT