



**City of Sedona Community Development Department  
Engineering Services**

102 Roadrunner Drive Sedona, AZ 86336  
(928) 204-7111 • Fax: (928) 282-5348

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# REQUEST FOR PROPOSALS

## CONTRACT SPECIFICATIONS FOR:

### PROFESSIONAL SERVICES FOR WASTEWATER MASTER PLAN UPDATE

QUALIFICATIONS MUST BE RECEIVED PRIOR TO 4:00 P.M.  
**February 17, 2016**

MAIL: Roxanne Holland, Associate Engineer  
102 Roadrunner Drive  
Sedona, AZ 86336  
928-203-5069

HAND DELIVER: Roxanne Holland, Associate Engineer  
108 Roadrunner Drive  
Sedona, AZ 86336  
928-203-5069

NAME AND ADDRESS OF CONSULTANT SUBMITTING RFP

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

**REQUEST FOR PROPOSALS**

**CITY OF SEDONA  
Sedona, Arizona 86336**

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## **PART I**

### **REQUEST FOR PROPOSALS (RFP)**

#### **PURPOSE**

The City of Sedona is soliciting proposals from qualified consultants to provide professional services for a Wastewater Master Plan Update.

The wastewater collection system serves a population of approximately 10,000 people, within approximately 19 square miles, and with approximately 6,800 connections. Infrastructure consists of 17 lift stations, over 110 miles of gravity pipe and over 1,950 manholes.

Previous Master Plans include the 2000 Wastewater Master Plan by Wilson & Company. The full report is available for review at Sedona City Hall; however, copies of the report will not be available due to security considerations. In addition, GIS information (streets, sewer lines, manholes, and lift stations) can be requested from the City's GIS Department by emailing Lisa Luers at [LLuers@SedonaAZ.gov](mailto:LLuers@SedonaAZ.gov). This information is available free of charge, however a GIS Data Licensing Agreement is required.

#### **SCOPE OF WORK:**

Contained within the Specifications / Scope of Work (Part II-E) are specific objectives which will be required of the awarded respondent. The City of Sedona shall retain the ability to revise this scope as necessary.

#### **PRESENTATIONS:**

The top three (3) ranked respondents which are determined to be best qualified to undertake the services required under this Request for Proposals will be invited to make a presentation to the City. Further information may be provided to the prospective respondents after the initial selection.

#### **SUBMITTAL REQUIREMENTS:**

Five (5) copies of the respondent's sealed proposal, and one (1) electronic copy, will be received by the City until 4:00 p.m., MST on February 17, 2016 at the Engineering Services Office, Attention: Roxanne Holland, City of Sedona, 108 Roadrunner Drive, Sedona, Arizona 86336. The outside of the envelope must bear the notation:

#### **WASTEWATER MASTER PLAN UPDATE PROPOSAL**

The proposal must contain, but is not limited to the following information:

1. Completed qualification form submitted on PART II-A: PROPOSAL FORM.

2. A summary of the respondent's experience with projects similar to the types of work stated in this Request for Proposals, submitted on PART II-B, RESPONDENT'S EXPERIENCE STATEMENT.
3. Completed Understanding and Agreement to Project Budget submitted on PART II-C.
4. Completed Past Performance Questionnaire, sent separately by at least three (3) references, submitted on PART II-D.
5. Qualifications that follow the format outlined below:

**RFP FORMAT:**

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 12 pages maximum, 8 ½ x 11 inches, single sided, 12-point font minimum. All pages count towards the page total except the cover, introductory letter, resumes, reference letters, work examples, and organizational chart (if included). The proposal shall be submitted in the format outlined below.

1. **Letter of Introduction.** Describe your firm's areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, and telephone number of the primary contact.
2. **Project Manager's Experience.** Identify the Project Manager who will be responsible for this project. List the **Project Manager's** relevant experience and similar work including references.
3. **Personnel.** Describe the project team including name and office location of key personnel, including subs. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience. Work performed by key personnel shall include computer modeling, hydrology, and surveying at a minimum. List key projects the project team has worked on in the past five (5) years.
4. **Project Approach/Scope.** Describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe how the firm will be able to collect or verify field data in a timely fashion. Describe particular challenges which you foresee this project presenting and your approach for addressing these challenges. These contents will be expanded to develop the scope of the Professional Services Contract once a Consultant is selected.
5. **Examples of Similar Work.** Include a list of similar projects listing the Owner, the Owner's contact person, address and phone number.
6. **Resumes of Key Staff.**
7. **Proposed work schedule.**
8. **Other.** Relevant information the consultant wishes to include that is not listed above.

**CITY'S REPRESENTATIVE**

Roxanne Holland, Associate Engineer

102 Roadrunner Dr.

Sedona, AZ 86336

928-203-5069

Fax 928-282-5348

[RHolland@sedonaaz.gov](mailto:RHolland@sedonaaz.gov)

Any and all explanations 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 Roxanne Holland, Associate Engineer and in accordance with PART I "INSTRUCTIONS TO RESPONDENTS". Violation(s) may be cause for rejection of the proposal.

## INSTRUCTIONS TO RESPONDENTS

### 1. INSTRUCTIONS TO RESPONDENTS

There are 23 total pages in this Request for Proposals. It is the respondent's responsibility to ensure that all pages are included. If any page(s) are missing, immediately request a copy of the missing page(s) by e-mailing your request to Roxanne Holland, Associate Engineer at [RHolland@sedonaaz.gov](mailto:RHolland@sedonaaz.gov).

All questions must be submitted in writing to Roxanne Holland, Associate Engineer.

### 2. LATE PROPOSALS AND MODIFICATIONS

Proposals and modifications thereof received after the exact time of closing which is **4:00 p.m., FEBRUARY 17, 2016**, will not be considered.

### 3. WITHDRAWAL OF PROPOSALS

Unless otherwise specified, proposals may be withdrawn by written request received from respondent prior to the time set for closing.

### 4. PROPOSAL REQUIREMENTS

To receive consideration, the proposal must comply with the following additional requirements:

- a. The proposal and all other documents or material submitted will be deemed to constitute part of the proposal.
- b. Proposals must be valid for a period of 60 calendar days from the date of opening.
- c. DO NOT include rates or estimate project cost for this work.

### 5. INTENT OF THE CITY

The objective of this Request for Proposals is to provide sufficient information to enable qualified respondents to submit written proposals. This Request for Proposals is not a contractual offer or commitment to purchase services. Contents of this Request for Proposals and respondent's proposal will be used for establishment of final contractual obligation. It is to be understood that this Request for Proposals and the respondent's proposal may be attached or included by reference in an agreement between the City and successful respondent.

## 6. BASIS FOR SELECTION

This Request for Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

	WEIGHT	SCORE (1-10)	WEIGHTED SCORE
Relevant experience of Consultant with similar projects, including Project Manager Experience	35%		
Public Relations Experience (including Public Outreach)	20%		
Project Approach	25%		
Number, location and availability of qualified personnel	10%		
Familiarity with the City of Sedona	10%		

After the City has identified the proposal with the best value for the City, the City shall have the right to negotiate with the respondent over the final terms and conditions of the contract. The primary objective of the negotiations is to maximize the City's ability to obtain best value, based on the requirement and the evaluation factors set forth in the Request for Proposals. If an agreement cannot be reached, the negotiation will be terminated and similar negotiations will occur with the second-ranked firm.

### **Rating Considerations**

#### Relevant Experience & Project Manager Experience

- What experience with projects of this size and scope does the team have?
- How much project management experience does the Project Manager have?
- Does the consultant have a good record of developing similar projects that have been implemented projects?

#### Public Relations & Public Outreach Experience

- How much experience does the team show in working with public committees?

#### Project Approach

- Are the minimum elements addressed?

- Do additional tasks suggested by the consultant tend to improve the quality of the end product?
- How well does the scope assure accomplishment of the project concept?
- Is the consultant’s quality control team efficient and effective?
- How well is the project approach explained and justified?

Qualified Personnel

- How many members of the team have worked together on previous projects?
- How available is the team for the project?
- What local knowledge is evident in the team make-up?
- Does the team meet the objectives of the project?
- Are the primary consultant and sub-consultant complimentary in skill sets?
- How well does the team understand the concept/goal of this project?

Familiarity with the City of Sedona

- Has the Consultant done previous work with the City of Sedona?
- Has the project team done previous work with the City of Sedona?
- Has the Consultant and/or project team done previous work *in* the City of Sedona?

**7. REQUIRED INSURANCE**

Insurance requirements are listed in Section 10 of the attached sample Professional Services Agreement.

**8. PROPOSED SCHEDULE**

The following schedule is preliminary. Adjustments will likely be made depending on the exact scope of the project.

February 17, 2016	4:00 p.m. Responses Due. Responses received after the deadline will not be accepted.
February 25, 2016	Committee finalizes review of Qualifications/Scope Proposals. Top candidates will be announced.
March 9, 2016	At this time, interviews will be held for the top three consultants.
April 12, 2106	Council approval of contract with selected firm.



The City of Sedona, Arizona reserves the right to reject any and all responses, in part or in whole, and to accept responses which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the City of Sedona. The City of Sedona further reserves the right to waive any formalities or informalities. The City of Sedona consultant selection process is in accordance with Arizona Revised Statutes.

**9. MASTER PLAN UPDATE BUDGET**

The total not to exceed budget for this project is \$200,000. If your firm is awarded the contract, you will be required to not exceed the specified not to exceed budget of \$200,000. Please find attached an Acknowledgement of Understanding and Agreement to Project Budget for the Wastewater Master Plan Update in Part II-D of this RFP.

**PART II  
RFP DOCUMENTS**

**PART II - A  
PROPOSAL FORM**

In response to the Request for Proposals, the undersigned respondent hereby proposes to furnish labor, material, travel, professional services, permits, supervision, equipment and equipment rental and all related expenses, and to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for the prices specified by the respondent for:

**WASTEWATER MASTER PLAN UPDATE**

Respondent certifies that he/she has examined and is fully familiar with all of the provisions of the Request for Proposals and any addendum thereto; that he/she is submitting a proposal in strict accordance with the Instructions to Respondents; and that he/she has carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that he/she has examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work or the cost thereof.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the respondent for sixty (60) calendar days from the date of actual opening of proposals. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Attached is the Respondent's Experience Statement (Part II-B) which has been completed by respondent and made a part of this proposal.

Respondent also acknowledges receipt of the following addendum(s) to the RFP, by signing below, which have been considered by respondent in submitting this proposal (if none, state "NONE"):

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

RESPONDENT'S BUSINESS NAME (type or print)

---

By: \_\_\_\_\_  
(signature in ink)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

RESPONDENT'S BUSINESS ADDRESS/PHONE/FAX/E-MAIL

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(PH)

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(FAX)

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**PART II – B  
RESPONDENT’S EXPERIENCE STATEMENT**

The respondent submits as a part of its proposal, the following information as to its experience and qualifications:

- a. The respondent has been engaged in this business under its present business name for \_\_\_\_\_ years.
- b. Experience in work of a nature similar in type and magnitude to that set forth in the RFP extends over a period of \_\_\_\_\_ years.
- c. The respondent has satisfactorily completed all contracts awarded to it, except as follows: (name any and all exceptions and reasons therefore).

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- d. List all work completed within the last ten (10) years of similar type and magnitude as set forth in this RFP. Please include a sheet with all contact information and details of the project on a separate sheet.

OWNER	YEAR	TYPE OF COMPLETED WORK	CONTRACT AMOUNT

I certify that the above information is true and correct to the best of my knowledge.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
(date) (month) (year) (city, state)

NAME OF RESPONDENT: \_\_\_\_\_  
 \_\_\_\_\_  
(title)



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**PART II – C**

**Acknowledgement of Understanding and Agreement to Project Budget for the Wastewater  
Master Plan Update**

I hereby acknowledge my understanding and agreement to the not to exceed project budget of \$200,000. I further acknowledge my understanding and agreement that these amounts are fixed. I understand and agree that my and my team's work on developing my ideas and recommendations for the Wastewater Master Plan Update proposal will be conducted within the parameters of these budgets. I acknowledge that if my firm and team, if applicable, are selected as the preferred designer for the Master Plan Update, that I shall not conduct final development including production of bid documents that would specify a design that exceeds the project budget.

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Signature

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Printed Name

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Date

State of Arizona )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

\_\_\_\_\_  
Notary Public



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**PART II – D  
PAST PERFORMANCE QUESTIONNAIRE**

To: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
*Name of Company Being Surveyed*

\_\_\_\_\_  
*Name of Key Personnel*

The City of Sedona collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above is requesting reference for a past project they have completed. It would be greatly appreciated if you would take a few moments to complete the survey and return it to the City of Sedona.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Name: \_\_\_\_\_

No.	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm / individual again	(1-10)	
5	Leadership ability of personnel assigned to the project	(1-10)	
6	Ability to Communicate Effectively	(1-10)	

\_\_\_\_\_  
Printed Name of Evaluator

\_\_\_\_\_  
Signature of Evaluator

Thank you for your time and effort in assisting the City of Sedona in this important endeavor.

**Please email or mail the completed survey by 4:00 p.m. on February 17, 2016 to:**

[Rholland@sedonaaz.gov](mailto:Rholland@sedonaaz.gov) or

**Attn: Roxanne Holland  
City of Sedona, Engineering Services  
102 Roadrunner Drive  
Sedona, AZ 86336**

**PART II – E**  
**SCOPE OF SERVICES**

The Wastewater Master Plan is intended to address system wide growth, to identify system deficiencies, and to lay out a plan for system upgrades and expansion. The Wastewater Master Plan shall assemble basic information, present criteria and assumptions, and examine alternative solutions with preliminary layouts and cost estimates. A general outline of the project scope is shown below. A more detailed, final scope will be developed with the selected consultant:

1. Executive Summary
  - a. Location – Provide a general description and location of the system including service boundaries. Coordinate with the City to identify focus areas for development in the service boundaries.
  - b. Population – Provide the estimated existing and projected design population of the system.
2. Wastewater Flows and System Capacity.
  - a. Provide design data for domestic, commercial, and industrial wastewater generation, including average day, maximum day, or peak hour flows;
  - b. Incorporate current land use and zoning maps to generate approximate current and future population and wastewater flows within identified service areas and land use areas;
  - c. Provide a hydraulic analysis with sufficient calibration of the collection system under current, future, and ultimate conditions including infiltration and inflow and conduct flow monitoring as necessary. The model should include pump stations and lines with a diameter of 8” or larger. The model shall be usable by the City of Sedona at the completion of the project;
  - d. Identify the design capacity of existing facilities;
  - e. Identify and evaluate problems or deficiencies related to the wastewater system;
  - f. Recommend collection system improvements to mitigate potential sanitary sewer overflows (SSO), capacity deficiencies for future demand, and deficiencies in material life cycle; and
  - g. Provide a capital improvement plan with associated cost estimates and phasing alternatives.
4. Operations and Maintenance – Review current O&M and determine if it needs revisions.
5. Public Outreach
6. Review of the existing wastewater study and plans related to the collection system.
7. Update components of the existing plans.
8. Recommendations for finalizing the limits of the sewer service area.
9. The scope of services shall not exceed the budget of two hundred thousand dollars (\$200,000).



## Part III

### SAMPLE

#### CONTRACT FOR PROFESSIONAL SERVICES FOR THE CITY OF SEDONA

This contract is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Sedona ("CITY") and **Click here to enter text.** "CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
  - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of **\$Click here to enter text..** If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
  - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task.
  3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
  4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. However, in that CONSULTANT is doing business within the Sedona City limits, CONSULTANT will be required to obtain an annual Sedona Business License for every year that the CONSULTANT does business with Sedona or within the City limits.
  5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,

6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
  - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
    1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
    2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
    3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
    4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status

may be substituted for one or more of the foregoing insurance coverages.

- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
ATTN: City Clerk
- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor.

Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached Exhibit "A," is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
- C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verifications performed.
- E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor

establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).

19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.

21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may **create a substantial interest, or the appearance of a substantial interest in** conflict with the timely performance of the work **or ultimate outcome** of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona  
Attn: City Manager  
102 Roadrunner Drive  
Sedona, AZ 86336

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

\_\_\_\_\_  
CONSULTANT

\_\_\_\_\_  
City Manager

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

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

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT/S**

**Exhibit A**

X **Scope of Work and Associated Costs**

**Exhibit B**

- X  Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- X  Affidavit of Lawful Presence not required as this consultant is a corporation.