



City of Sedona Department of Public Works

102 Roadrunner Drive Sedona, AZ 86336

(928) 204-7111 • Fax: (928) 204-7137

REQUEST FOR QUALIFICATIONS

Professional Services For:

UPTOWN SEDONA ROADWAY IMPROVEMENTS

QUALIFICATIONS MUST BE RECEIVED PRIOR TO 4:00 P.M.

January 25, 2018

MAIL: City of Sedona
Department of Public Works
102 Roadrunner Drive
Sedona, AZ 86336

HAND DELIVER: Public Works Department
102 Roadrunner Drive
Building 108
Sedona, AZ 86336
928-204-7111

Consultant Information

NAME AND ADDRESS OF CONSULTANT SUBMITTING RFQ

NAME: _____ ADDRESS: _____

REQUEST FOR QUALIFICATIONS

**CITY OF SEDONA
Department of Public Works
Sedona, Arizona 86336**

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Part I – Advertisement

REQUEST FOR QUALIFICATIONS

City of Sedona

Department of Public Works

102 Roadrunner Drive

Sedona, AZ 86336

Sealed Proposals for the **Uptown Sedona Roadway Improvements** will be received at the City of Sedona Public Works Department, located at 102 Roadrunner Drive (Building 108), Sedona, Arizona, until **4:00 P.M. local time, January 25, 2018.** Details of the Qualifications will not be announced at the time of the opening. Such information shall be made public after all Qualifications are reviewed and evaluated. The Basis for Selection will include Consultant qualifications and experience; project manager experience; project team qualifications and experience; project approach; available resources; and other criteria as indicated in the Request for Qualifications. The City intends to award a single contract to one of the top three (3) respondents. Respondents are invited, but not required, to be present at the opening.

PROJECT

RFQ – Uptown Sedona Roadway Improvements

DESCRIPTION:

The City of Sedona is soliciting Statements of Qualifications (SOQ) from interested and qualified consultants to provide professional engineering services for the Uptown Sedona Roadway Improvements. Project improvements within Uptown Sedona will generally center on the transportation corridor of State Route 89A (SR 89A), north of SR 179 from approximately Forest Road intersection to approximately ¼-mile north of Art Barn Road intersection. Roadway improvements will generally consist of a new raised median with decorative barrier; additional southbound travel lane; new roundabout at Jordan Road; new access roadway to Schnebly Road; and traffic signal alterations. The project improvements are purposed on reducing traffic congestion and improving safety in the Uptown area of Sedona.

Copies of the RFQ Instructions for use in preparing Proposals may be obtained from the Public Works Department, 102 Roadrunner Drive, Sedona, Arizona (phone 928-204-7111: FAX 928-282-5348). RFQ Instructions may also be downloaded from the City of Sedona’s website at www.SedonaAz.gov under Business, Doing Business, Bids & RFPs. If instruction documents are downloaded, the City will not be responsible for providing up-to-date information through the website or other communication methods.

PRE-SUBMITTAL CONFERENCE: A non-mandatory pre-submittal conference will be held on **January 9, 2018, at 2:30 pm. in the Schnebly Conference Room, 106 Roadrunner Drive, Sedona AZ, 86336.**

Completed Proposals must be enclosed in a sealed envelope and addressed to:

HAND DELIVERED: City of Sedona
Public Works Department
108 Roadrunner Drive
Sedona, AZ 86336

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

AND MARKED: UPTOWN SEDONA ROADWAY IMPROVEMENTS

AND RECEIVED: At the City of Sedona, Public Works Department until 4:00 P.M. local time, January 25, 2018.

Upon selection of the top three (3) respondents, interviews will be held to determine the top candidate.

The City of Sedona, Arizona reserves the right to reject any or all Proposals, to waive or not to waive any informalities, or irregularities in the Proposal received, and to accept three (3) respondents to interview which in its judgment best serves the interests of the City.

All questions should be directed in writing to Robert Welch, Associate Engineer, Public Works Department, 102 Roadrunner Drive, Sedona, Arizona 86336, or email BWelch@SedonaAZ.gov.

FIRST ADVERTISEMENT: **December 15, 2017**

SECOND ADVERTISEMENT: **December 22, 2017**

RED ROCK NEWS

BY: _____
J. Andy Dickey, PE
Director of Public Works / City Engineer

PART II
REQUEST FOR QUALIFICATIONS (RFQ)

PURPOSE / BACKGROUND

Traffic congestion and circulation issues have been a long-standing concern for Sedona, progressively worsening with time. As Sedona's residential and visitor populations continue to grow, transportation and quality of life goals are being challenged and, in many ways, conflict. The success of the tourism industry inherently brings people to Sedona who require access to destinations including trailheads, hotels, restaurants, shopping, and commercial districts. Employees, many of whom live in neighboring Verde Valley communities, travel between their homes and work place. Businesses must be able to efficiently receive goods and products from suppliers located outside Sedona. Residents desire to move around the city with minimal inconvenience and delay.

With these things in mind, the city of Sedona recently completed a Transportation Master Plan (TMP), which recommends a set of multi-modal transportation strategies and guidance to address congestion and mobility needs of residents, visitors, and commuters. One of the highest priority strategies identified was the Uptown Roadway Improvements project, with the objective of improving safety, and reducing congestion and travel times.

The City of Sedona is soliciting Statements of Qualifications (SOQ) from interested and qualified consultants to provide professional engineering services for the **Uptown Sedona Roadway Improvements**. Project improvements within Uptown Sedona will generally center on the transportation corridor of State Route 89A (SR89A), north of SR 179 from approximately Forest Road intersection to approximately ¼-mile north of Art Barn Road. The project will include construction of a raised median with decorative barrier or landscaping; construction of a turn around on the north end of Uptown; construction of an additional southbound travel lane on SR 89A through Uptown; construction of a roundabout on SR 89A at Jordan Road; development of a new access to public parking via Schnebly Road; and traffic signal alterations.

The city of Sedona Transportation Master Plan, December 2017, can be reviewed [here](#), or by going to <ftp://ftp.sedonaaz.gov> > Public Works > TMP. In addition, GIS information (aerial imagery, streets, transportation/recreation facilities, parcel/land use data, sewer facilities, topography, etc.) can be requested from the City's GIS Department by emailing Lisa Luers at 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 III-D) are some general 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 Qualifications 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:

Six (6) copies of the respondent's sealed statement of qualifications, and one (1) electronic copy, will be received by the City until 4:00 p.m., MST on January 25, 2018 at the City of Sedona, Public Works Department Office, 102 Roadrunner Drive, Sedona, Arizona 86336. The outside of the envelope must bear the notation:

PROFESSIONAL SERVICES FOR UPTOWN SEDONA ROADWAY IMPROVEMENTS

The statement of qualifications must contain, but is not limited to the following information:

1. Completed qualification form submitted on PART III-A: SOQ FORM.
2. A summary of the respondent's experience with projects similar to the types of work stated in this Request for Qualifications, submitted on PART III-B, RESPONDENT'S EXPERIENCE STATEMENT.
3. Completed Past Performance Questionnaire, sent separately **by at least three (3), but no more than five (5) references**, submitted on PART III-C. Only the prime Consultant should submit the Past Performance Questionnaire.
4. Qualifications that follow the format outlined below:

SOQ FORMAT:

To assist in the evaluation process, statements should contain the following information. The submittal shall be 12 pages maximum, not including resumes, 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, organizational chart (if included), and forms to be completed in Part III of this Request for Qualifications. To clarify, in addition to the completed form in Part III-B, more detailed examples of similar work should be presented within the body of the SOQ. The SOQ shall be submitted in the format outlined below.

1. **Letter of Introduction.** The prime Consultant shall describe the firm's areas of expertise and other information that helps to characterize the firm. Describe your overall understanding of the project. Provide the name, title, address, and telephone number of the primary contact. For a multi-firm team, the prime Consultant shall list each Subconsultant and their respective areas of expertise and primary contact information.
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. Indicate the prime Consultant's name and office

location of key personnel; include a listing of each Subconsultant on the project team and their respective office location of key personnel. Describe key personnel's proposed roles and responsibilities on the project, and relevant related experience. Work performed by key personnel shall include, but not necessarily limited to planning and design of transportation systems and facilities; utility coordination; traffic and signalization timing analysis; minor structures; street/landscaping; construction quantity and cost estimating; construction document development (plans, specifications, bid schedules, etc.); survey; preparation of project costs; public information meetings; permitting; construction bid administration support; and other activities as associated with construction of roadway and transportation infrastructure in a highly developed commercial corridor. List similar key projects the project team has worked on within the past seven (7) years.

4. **Project Approach/Scope.** Provide an outline and description of the tasks that must be accomplished to complete the project along with a narrative of how the firm proposes to execute each of the tasks and an approximate time schedule for each task. Describe how the firm will approach the design to be able to develop construction documents in a timely fashion. Highlight any particular challenges foreseen on this project and how they will be managed, or resolved. Identify key team members who will be instrumental in resolving any particular 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.

Respondents to this RFQ will be evaluated on the basis of qualifications alone. No fee based proposals are required or will be accepted at this time.

PRE-SUBMITTAL CONFERENCE:

A non-mandatory pre-submittal conference will be held on **January 9, 2017, at 2:30 pm. in the Schnebly Conference Room**, 106 Roadrunner Drive, Sedona AZ, 86336.

CITY OF SEDONA PROJECT REPRESENTATIVE

Robert Welch, PE Associate Engineer

102 Roadrunner Dr.

Sedona, AZ 86336

928-203-5120

BWelch@sedonaaz.gov

Any and all explanations desired by a respondent regarding the meaning or interpretation of this Request for Qualifications or any part thereof must be requested in writing and directed to Robert Welch, PE Associate Engineer and in accordance with PART I "INSTRUCTIONS TO RESPONDENTS". Violation(s) may be cause for rejection of the SOQ.

INSTRUCTIONS TO RESPONDENTS

1. INSTRUCTIONS TO RESPONDENTS

There are twenty-six (26) total pages in this Request for Qualifications. 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 Robert Welch, PE Associate Engineer at BWelch@sedonaaz.gov.

All questions must be submitted in writing to Robert Welch PE, Associate Engineer.

2. LATE SOQs AND MODIFICATIONS

SOQs and modifications thereof received after the exact time of closing, which is **4:00 p.m. (Mountain Time), JANUARY 25, 2018**, will not be considered.

3. WITHDRAWAL OF SOQ

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

4. SOQ REQUIREMENTS

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

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

4. INTENT OF THE CITY

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

5. BASIS FOR SELECTION

This Request for Qualifications 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.

CRITERIA	WEIGHT	SCORE (1-10)	WEIGHTED SCORE
Consultant Qualifications and Experience	20%		
Project Team Qualifications and Experience	30%		
Project Approach	30%		
Past Performance	10%		
Available Resources	10%		

Consultant Qualifications and Experience

- What experience with similar projects of this size and scope does the design firm have?
- What qualifications and relevant experience does the Consultants Project Manager have?
- Does the consultant have a good record of developing similar projects that have been implemented projects?
- What is the organization and management structure of the Firm?
- How are client concerns internally addressed?

Project Team Qualifications and Experience

- Identify the organization of the team, key team member roles and responsibilities, time commitment, qualifications/relevant experience.
- Unique qualifications or experience?
- What is the teams experience in preparing reports, specifications, plans, cost estimates, permits, bid documents, RFI's, etc. for public works projects?

- Has the team partnered on prior projects?
- What local knowledge does the team embody?
- How much experience does the team show in conducting public outreach and working with public committees?
- Is the team make up appropriate for the project and provide for the anticipated skill sets needed?

Project Approach

- Are elements of project approach (outline, task descriptions, task narrative, and schedule) 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?
- How well is the project approach explained and justified?
- Have any unique project challenges been identified?
- How well does the team understand the concept/goal of this project?

Past Performance

- Receipt of at least three (3), but no more than five (5), Completed Past Performance Questionnaires (PPQ's), submitted on PART III-C. If less than three PPQ's are received, the Consultant will receive no credit for past performance.
- Scoring of Past Performance will be determined based upon responses to the PPQ's. A total of ten (10) possible points are available based upon ratings indicated in the PPQ's. The Consultant's score will be based upon an average score of all PPQ's received, rounded to the nearest tenth. If more than five PPQ's are received, the highest scoring PPQ will be omitted.

Available Resources

- How available is the team for the project (consultant should define the team's current workload and assess as a percentage the available and anticipated commitment of team members on this project)?
- What other project commitments exist for the team.
- What resources are available to the Consultant/Team to ensure timely completion of the project?
- How will project elements be managed related to: periodic status reporting; effective quality control; personnel and technical resources; schedule; budget; and scope of work?

6. REQUIRED INSURANCE

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

7. PROPOSED SCHEDULE

The following is an anticipated schedule of general events leading up to contract execution and a Notice to Proceed with the selected Consultant. Schedule is subject to vary depending on actual progress of events/activities.

January 9, 2018	Pre-Submittal Conference @ 2:30 pm in the Schnebly Conference Room, 106 Roadrunner Drive, Sedona AZ
January 25, 2018	4:00 p.m. Responses Due. Responses not received by this time will not be accepted.
February 8, 2018	Committee finalizes review of Statement of Qualifications.
February 22, 2018	At this time, interviews will be held for the top three consultants.
March 27, 2018	Council approval of contract with selected consultant.

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. After the City has identified the SOQ 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 Qualifications. If an agreement cannot be reached, the negotiation will be terminated and similar negotiations will occur with the second-ranked firm. The City of Sedona consultant selection process is in accordance with Arizona Revised Statutes.

**PART III
RFQ DOCUMENTS**

**PART III - A
SOQ FORM**

In response to the Request for Qualifications, 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 Qualifications and the final contract for the prices specified by the respondent for:

UPTOWN SEDONA ROADWAY IMPROVEMENTS

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

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

Respondent agrees that this SOQ 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 SOQs. 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 SOQ.

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

Addendum No. 1 _____ Addendum No. 2 _____

RESPONDENT'S BUSINESS NAME (type or print)

By: _____
(Signature in ink)

Date: _____

Name (Print): _____

Title: _____

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

_____ (PH)

_____ (FAX)

_____ (EMAIL)

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

The respondent submits as a part of its SOQ, 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 RFQ 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).

- d. List all work completed within the last ten (10) years of similar type and magnitude as set forth in this RFQ. 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 _____
(day of month) (month) (year) (city, state)

NAME OF RESPONDENT: _____

(title)



City of Sedona Department of Public Works

102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 • Fax: (928) 204-7137

**PART III – C
PAST PERFORMANCE QUESTIONNAIRE**

To: _____
Printed Name of Evaluator

Phone: _____

Email: _____

Subject: Past Performance Survey of: _____
Name of Company Being Evaluated

Name of Key Personnel Being Evaluated

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 greatly be appreciated if you could 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 Project 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	Ability to Communicate Effectively	(1-10)	
5	Leadership ability of personnel assigned to the project	(1-10)	
6	Comfort level in hiring the firm / individual again	(1-10)	

Signature of Evaluator

Date

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 January 25, 2018 to:

BWelch@sedonaaz.gov or

Attn: Robert Welch

City of Sedona, Public Works Department

102 Roadrunner Drive

Sedona, AZ 86336

PART III – D SCOPE OF SERVICES

The City of Sedona is soliciting a written statement of qualifications from interested and qualified consultants to provide professional engineering services related to transportation improvements within the Uptown area of the City of Sedona. Project improvements within Uptown Sedona will generally center on the transportation corridor of State Route 89A (SR89A), north of SR 179 (the “Y”) from approximately Forest Road intersection to approximately ¼-mile north of Art Barn Road intersection. Recommended transportation improvements for Uptown Sedona have been identified and outlined in the Sedona Transportation Master Plan, October 2017 (in progress). These improvements are purposed on reducing congestion and improving safety through increased lane capacity and decreased vehicle-pedestrian conflicts.

Recommended improvements outlined in the Sedona Transportation Master Plan include the following:

- 1) Construct a raised median with decorative landscaping or decorative barrier to direct pedestrians to controlled crossings.
- 2) Construct an additional southbound travel lane on the SR 89A through Uptown.
- 3) Construct a turnaround or roundabout at the north end (e.g. at Art Barn).
- 4) Construct a roundabout at the south end (Jordan Road) of Uptown on SR 89A.
- 5) Create one-way access from SR 89A to free parking via Schnebly Road.
- 6) Conduct a traffic signal timing analysis to coordinate mid-block and Forest Road traffic signals.
- 7) Design adjustments to adjacent vehicular and pedestrian connections.

The City of Sedona intends to award a single design services contract for improvements related to the Uptown Sedona Roadway Improvements. Technical areas of expertise associated with this project are anticipated to include: survey/geomatics; geotechnical engineering; traffic control design, analysis and planning; roadway and streetscape design; structural engineering; utility coordination and design; drainage design; erosion control planning and design; cost estimating; and public outreach (assist the City as needed for informational bulletins, public information meetings, and other resource information of public interest). The general Scope of Services for the Uptown Sedona Roadway Improvements is as follows:

1. GENERAL

1.1. Public Involvement

The selected consultant will participate in public information meetings conducted by the City of Sedona. Public outreach will be conducted and coordinated by the City of Sedona and is expected to include stakeholder meetings, informational bulletins and periodic public information meetings coincidental with specific stages of the project design development. The Consultant will support the City’s communication efforts

with businesses, residents and visitors by providing useful design illustrations, or non-technical drawings which can be used to inform a broad audience about important aspects of the project. The Consultant will coordinate with the City in preparation of planned public meetings and attend such meetings with appropriate project team representation in order to answer questions of the public.

2. SCOPING PHASE

2.1. Public Involvement

2.1.1. Kickoff meeting with City to review project details, scope of work and public outreach approach and objectives.

2.1.2. Participation in one stakeholder meeting.

2.2. Data Collection and Analysis

2.2.1. Conduct a project site walk with City Staff.

2.2.2. Collection and review of available project data (right of way mapping, utility information, as-built/record drawing information, etc.).

2.2.3. Conduct a traffic/signal timing analysis, as appropriate, of Forest Road and Mid-block site locations

2.2.4. Identify and evaluate traffic signal infrastructure for relocation, repositioning, or replacement. Include adjustments/replacements needed to mast arms and signal heads to align with new travel lane locations.

2.2.5. Construction material and equipment staging locations (review with City Staff).

2.3. Concept Design

2.3.1. Prepare Concept Design drawings of project improvements utilizing GIS base layer data provided by the City of Sedona.

2.3.2. Prepare a Concept Design Report with illustrations as appropriate, discussing objectives of the Sedona Transportation Master Plan and how the Concept Design addresses each.

2.3.3. The Concept Design shall address additional, or key project areas including but not limited to the following:

2.3.3.1. Right of Way (existing, new, easements and temporary construction easements, etc.);

2.3.3.2. Utility Relocations and Impacts;

2.3.3.3. Drainage/Stormwater Management;

2.3.3.4. Decorative raised median barrier/streetscaping to control and direct pedestrians to controlled points of crossing. An in-situ rendering of the decorative median barrier will be required as part of the work;

2.3.3.5. Identify and discuss project permitting (environmental or other) requirements;

- 2.3.3.6. Construction phasing or traffic control concepts, which may help minimize or mitigate congestion and disruption of access to local business's during construction; and
- 2.3.3.7. Discuss construction scheduling, closures, detours and restrictions that should be incorporated into the plans and specifications in order to minimize congestion and conflicts, and mitigate safety concerns.
- 2.3.4. Prepare a Conceptual magnitude of order opinion of cost for construction and right-of-way acquisition.
- 2.3.5. Prepare a final version of the Concept Design based upon input from City Staff, user committee, and/or stakeholders.
- 2.3.6. Show conceptual offsite (private property) improvements to mitigate offsite infrastructure impacts (i.e. alterations for parking, walkway, curbing, sign and lighting relocations, etc.).
- 2.3.7. Discuss Zoning Variance needs/impacts to businesses or residents, resulting from additional right-of-way/ property acquisitions.
- 2.3.8. Public Information Meeting (coordinate/support City of Sedona)
- 2.3.9. QA/QC

3. DESIGN PHASE

3.1. Survey and Base Map Development

- 3.1.1. Obtain resource map information of all utilities within the project area.
- 3.1.2. Conduct a field survey of the project area to pick up site topographic and culture. Field survey shall include surveying of visible utility facilities (including manholes, catch basins, sanitary sewer and drainage inverts, valve boxes, electrical/communication boxes, etc.) to support SUE Quality Level C (FHWA).
- 3.1.3. Prepare base mapping of existing site conditions.

3.2. Conduct Subsurface Utility Explorations

- 3.2.1. Conduct Quality Level C subsurface utility identification and mapping (<https://www.fhwa.dot.gov/programadmin/sueindex.cfm>).

3.3. Geotechnical Site Investigations

- 3.3.1. Conduct geotechnical site investigations in support of design and as appropriate for construction information.

3.4. Site Environmental Assessment(s)

- 3.4.1. Conduct Level 1 Environmental Site Assessments (As needed in areas of right-of-way acquisition).

3.5. Preliminary Design (60% Design)

- 3.5.1. Prepare preliminary design plans, specifications. Technical specifications shall be developed as separate package together with City of Sedona General Conditions on

8 ½" x 11" paper. Specifications shall be in MasterFormat per Construction Specifications Institute (CSI).

3.5.2. Preliminary or magnitude of order cost opinion.

3.5.3. Prepare a Preliminary Drainage Design Report.

3.5.4. Review and coordinate with City Staff regarding Contractor material and equipment staging locations and opportunities.

3.5.5. Preliminary right-of-way and easement mapping.

3.5.6. Public Information Meeting (coordinate/support City of Sedona).

3.5.7. Review and coordinate for potential construction procurement alternatives.

3.5.8. QA/QC

3.6. Semi-Final Design (90%)

3.6.1. Prepare semi-final design plans, specifications.

3.6.2. Prepare Special Provisions

3.6.3. Semi-Final or magnitude of order cost opinion.

3.6.4. Bid Item Schedule

3.6.5. Prepare a Semi-Final Drainage Design Report.

3.6.6. Pavement Design

3.6.7. Semi-Final right-of-way and easement mapping.

3.6.8. Public Information Meeting (coordinate/support City of Sedona).

3.6.9. Review and coordinate for potential construction procurement alternatives.

3.6.10. QA/QC

3.7. Final Design (100%)

3.7.1. Prepare final design plans, specifications.

3.7.2. Prepare final Special Provisions

3.7.3. Final or magnitude of order cost opinion.

3.7.4. Bid Item Schedule

3.7.5. Prepare a Final Drainage Design Report.

3.7.6. Final right-of-way and easement mapping and legal description exhibits.

3.7.7. Public Information Meeting (coordinate/support City of Sedona).

3.7.8. Permitting Application and Administration (As needed).

3.7.9. Review and coordinate for potential construction procurement alternatives.

3.7.10. QA/QC

3.8. Final Modifications

3.8.1. Prepare final plan and specification modifications, consistent with closing public input and permit requirements.

3.8.2. Prepare Construction Document Package

4. CONSTRUCTION BID SOLICITATION

4.1. Consultant shall support the City of Sedona during the construction bid administration process, by attending a pre-bid conference and responding to Contractor requests for information.

4.2. Consultant shall cooperate in alternate procurement methods for construction as may be pursued by the City. Such participation may include pre-bid, pre-con and related coordination meetings.

5. CONSTRUCTION

5.1. Consultant shall remain available to respond to Contractor and City of Sedona requests for information.

5.2. Consultant shall review for approval Contractor's shop drawings and product/material submittals.

5.3. Consultant shall be available to attend the project kick-off meeting with the Contractor and be available for monthly construction progress meetings.

The above outline serves only as a general scope of services and does not necessarily reflect final scope tasks, or capture all scoping items appropriate for the project. The selected Consultant will be expected to attend a scoping meeting, or meetings, as needed, to develop a project scope of work that is within budget and satisfies the project objectives. The selected Consultant as part of the work will be expected to visit the project site with City staff to gain familiarity of general site features, traffic and pedestrian issues; critical/key transpiration facilities, and general condition of infrastructure within the corridor.

Part IV

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 _____ "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 \$ _____. 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

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____
Title: _____

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