

**City of Sedona City Manager's Office**

102 Roadrunner Drive Sedona, AZ 86336

(928) 204-7127 • Fax: (928) 282-5671

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# **REQUEST FOR PROPOSALS**

## **PROJECT NO. 18-0222**

CFDA 20.509 Formula Grants for Non-Urbanized Areas

Award Number: AZ-2016-003-00; GRT-16-0005992-T 2016

Federal Agency: Federal Transit Administration

Pass Through Entity: Arizona Department of Transportation

### **GREATER SEDONA/OAK CREEK CANYON TRANSIT SYSTEM DEVELOPMENT AND IMPLEMENTATION PLAN**

Issued: February 22, 2018

Proposals due by April 5, 2018 at 12:00 p.m.

DELIVER TO:

Karen Osburn

Assistant City Manager

102 Roadrunner Drive

Sedona, AZ 86336

928-203-5067

NAME AND ADDRESS OF FIRM SUBMITTING RFP

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

\_\_\_\_\_

\_\_\_\_\_

Taxpayer ID \_\_\_\_\_ DUNS number \_\_\_\_\_

**REQUEST FOR PROPOSALS**

**CITY OF SEDONA  
Sedona, Arizona 86336**

**PROJECT # 18-0222**

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# **PART I**

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

### **PURPOSE**

The City of Sedona is soliciting proposals from qualified firms to complete a Greater Sedona/Oak Creek Canyon Transit System Development and Implementation Plan to assess the viability of, and ultimately develop a plan for, providing effective transit services across multiple jurisdictions, focusing primarily on shuttle service for regional recreational and tourism type destinations within and between the greater Sedona area and Oak Creek Canyon. The transit system or systems should be designed to enhance visitor experiences while protecting the unique environment, and improve mobility by reducing the number of vehicles on area roadways during the busiest tourist seasons when traffic delays can exceed one hour or more within Oak Creek Canyon, throughout the City's congested street network, and to reduce the number of vehicles seeking parking at specific trailheads and other locations where capacity to accommodate vehicles is lacking. While the area attracts visitors from throughout the globe and the transit system(s) is envisioned to primarily serve visitors, the needs of residents should also be considered.

System Development would include the engagement of key stakeholders and the identification of requirements and limitations of the various stakeholder jurisdictions in supporting and facilitating a transit system; and given those realities and existing conditions, identification of what type of transit system would be best suited to work successfully within those realities. Data driven analyses should direct the development of a transit program that also has the greatest chance of being successful in terms of ridership and reduction of traffic congestion. Development of a system would also require assessing the feasibility of developing a cooperative governance structure that would consider the various jurisdictional and service areas; the identification of potential users of transit and their needs; the identification of important community activity centers in need of transit services; the identification of necessary coordination amongst the multiple jurisdictions that will have to play key roles in implementation and operation of such a system(s); and the assessment of their willingness and/or ability to do so. It would include the identification of the most important incentives or disincentives that need to be implemented to help get people out of their cars, the best places to park vehicles to encourage or require use of a transit system, and ultimately determine the best system for achieving all of the requirements of successful implementation.

Assuming there is a viable opportunity to provide a multi-jurisdictional transit service system or systems for this area, and that system(s) has a high likelihood of being successful, the successful consultant shall develop a detailed Ten-Year Implementation Plan that provides a comprehensive roadmap for implementing the proposed system(s).

The Implementation Plan should include the recommended transit mode(s), identification of funding opportunities, estimated capital and operating costs for services, identification of fare amounts and revenue projections, staffing needs, routes, schedules, bus stop locations, vehicle and facility needs, identification and development of incentives for utilization, a marketing plan, and a timetable for phased implementation. These

elements should be presented as part of a ten-year operations plan, financial plan, capital plan and marketing plan.

Because numerous transit studies have been completed in recent years, much information and recommendations exist that are still relevant and can be built and expanded upon. The intent of this development work and implementation planning is to take what have been general concepts to the point of actual implementation and operationalization.

## **BACKGROUND**

Traffic congestion and circulation issues have been a long-standing concern for Sedona, progressively worsening with time. Traffic conditions will predictably continue to deteriorate as the City approaches build-out, if sufficient action is not taken to address the current situation and future needs.

The Cottonwood Area Transit commuter route currently serves Sedona's employee and students providing a shuttle between the City of Cottonwood and Sedona. This provides limited service along the main route in Sedona and does not serve the Oak Creek Canyon area.

Various transit-related studies have been completed in the past. The most recent listed below are informational and relevance to today's conditions should be considered.

- **Sedona Shuttle Feasibility Study (2003 – Nelson/Nygaard)**
- **Sedona Transit Project (2004 – Coconino County Transportation Services)**
- **Sedona Parking Management Study (2005 – Parking Research and Solutions)**
- **Verde Valley Multi-modal Transportation Study (2009 – Lima and Associates)**
- **City of Sedona Uptown Parking Management Plan (2012 – Nelson/Nygaard)**
- **Red Rock Ranger District Alternative Transportation Plan Draft Final Report (2013 – Nelson/Nygaard)**
- **Sedona Transportation Master Plan (2017 – Kimley Horn)**
- **SR89A Oak Creek Canyon Pullout Closures Evaluation and SR89A Real-Time Travel Information Recommendations Memorandum (2017- Kimley Horn)**

These studies are available to download [here](#).

Due to the growing issues with traffic congestion and the increasing concerns from residents and visitors about the ever-worsening traffic issues, the City of Sedona recently completed a Transportation Master Plan (TMP) in an effort to develop comprehensive, multimodal solutions to the traffic congestion conditions. The City will be working over the next ten years to implement recommendations from the Master Plan, potentially including transit solutions. Transit recommendations identified through the study included establishing visitor-focused shuttle service to and from Oak Creek Canyon (or the Canyon).

The TMP recognizes that traffic congestion in Sedona cannot be solved without addressing traffic congestion in Oak Creek Canyon. While Oak Creek Canyon is outside the City's incorporated boundaries, traffic in Sedona is inextricably connected to traffic in the Canyon since SR 89A through Uptown is the only route to and from Oak Creek Canyon. The strategy recommended is a tourist-focused shuttle system to transport visitors to and from destinations along the SR 179 corridor and SR 89A in Oak Creek Canyon. A strategy overview, which is also anticipated to require the construction of park-and-ride lots is presented as part of the TMP and may serve as a starting point for this more in-depth study. With that said, other options for meeting transit goals should be considered.

Because traffic relief is a primary concern, the transit study should consider ways to make transit a desirable means of travel whether for tourists, residents, students, or for business use. Whether it is expansion of the current system or a separate tourist focused system, the community needs a comprehensive plan for transit.

The City of Sedona and the surrounding community has a very active citizenry and other stakeholders. The community of residents within Oak Creek Canyon regularly meets regarding transit with political, State Parks, Arizona Department of Transportation, and other representatives and community members. The Sedona Chamber of Commerce is actively pursuing improved transit with recent surveys of members to determine the transportation needs of employees and how to expand the current transit system to meet those needs. These and many other interested parties should be considered in the public and stakeholder outreach.

The following provides a brief description of current conditions that should be taken into account over the course of the Plan development. Background information is for reference only and need not be included in a Proposal.

### ***Study Area***

The City of Sedona (City) is located in the heart of the Red Rock Ranger District of the Coconino National Forest (COF). The City serves as a gateway to visitors seeking to explore the area's recreational opportunities. This spectacular landscape makes Red Rock Country a popular tourist destination with visitor accommodations ranging from primitive campgrounds to exclusive luxury resorts in and around the City of Sedona. The study area should encompass the communities of Sedona and the Village of Oak Creek as well as popular recreation sites within Oak Creek Canyon and throughout the shaded area on the map below, north of the Red Rock Ranger District's South Gateway Visitor Center located on State Route 179 just south of the Village of Oak Creek as you enter the southern outskirts of Sedona, and north to Oak Creek Vista.

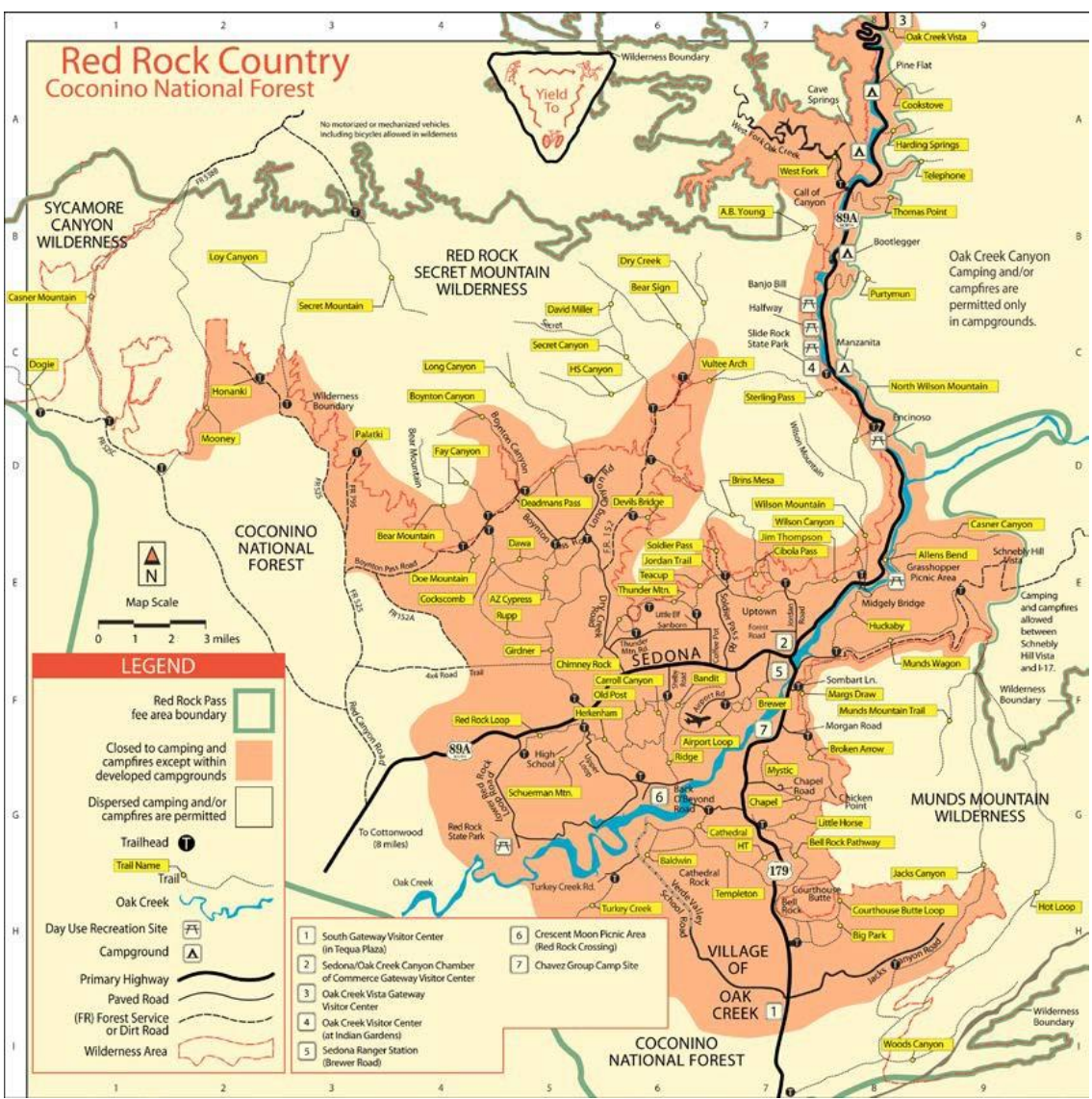
A portion of State Route 89A is located on Forest land, maintained by the Arizona Department of Transportation (ADOT) through an easement for roadway purposes. SR 179 is also an ADOT roadway.

The COF manages most of the land in Oak Creek Canyon, including a number of popular hiking trails, picnic grounds, and three large campgrounds managed by a private contractor through an agreement with the COF.

The Slide Rock area of Oak Creek Canyon, one of the most noted and popular tourist locations in the State, is managed by the Arizona State Parks Department (AZ Parks).

Most of the study area lies within Coconino County. The southern portion of the study area is within Yavapai County.

The greater Sedona region (brown highlight on the map below) offers a myriad of trails, developed campgrounds, cultural sites, lodging, retail and wilderness areas providing a high diversity of recreation experiences within a compact landscape.



## ***Transportation Issues***

The communities of Sedona and the Village of Oak Creek are surrounded by National Forest, and many sought after trailheads are located in residential neighborhoods. There are only two highways providing access to and within the area: SR 89A and SR 179. The sheer volume of vehicles traveling these two highways on a daily basis results in routine congestion and delays. Because of seasonality of visitation to the area, these traffic issues are exacerbated during the peak tourist seasons, when 80% of trips in Sedona are made by visitors.

In proportion to its high visitation, Sedona's transportation infrastructure – specifically the parking facilities – is disproportionately small. This often results in visitors circling parking lots and roadways, especially in Oak Creek Canyon and Uptown Sedona. Add to this the parking needs of local residents seeking recreation opportunities, and the problem increases. The lack of adequate parking causes visitors to park in undesignated spots along parking lot margins and road shoulders and within neighborhoods. This creates public safety and environmental issues as visitors must navigate traffic to access recreation opportunities from their unmarked parking spot and risk damaging the fragile ecosystem.

The existing topography challenges have resulted in a narrow highway and few designated parking areas through Oak Creek Canyon, and tourists improvise their own parking (unpermitted) on the minimal shoulders of SR 89A. Over the past 10 years, ADOT, United States Forest Service (COF), Coconino National Forest, Coconino County, and Arizona Department of Public Safety have eliminated some of the non-permitted parking locations with signs and enforcement. There are currently 102 “no parking” signs in the Oak Creek Canyon area. However, parking issues still exist. ADOT and the COF, in coordination with DPS, Coconino County, State Parks, City of Sedona and the Sedona Fire District, have just completed an evaluation of roadway parking in Oak Creek Canyon in an effort to identify opportunities to install permanent or temporary barriers to restrict some of this improper parking along the sides of the roadway (*SR89A Oak Creek Canyon Pullout Closures Evaluation and SR89A Real-Time Travel Information Recommendations Memorandum (2017- Kimley Horn)*). The restriction of parking within Oak Creek Canyon will likely be a key to incentivizing the use of transit as an alternative to personal vehicles. It is also likely give the configuration of SR 89A in Oak Creek Canyon that transit stops on the highway would be impractical and other alternatives will need to be identified.

Additionally, many of the trailhead parking areas along SR 179 and elsewhere within the City are located within neighborhoods. These parking areas are routinely over capacity and many visitors to those sites are creating their own makeshift parking opportunities in inappropriate and sometimes unsafe locations that were not designed to accommodate the volume of vehicles. This congestion and activity is negatively impacting the quality of life of the residents who live in those areas.

The significant parking shortage and limited access routes contribute to resource conservation issues, detract from economic development opportunities, and demote recreational experiences. The plan should incorporate the goals of improving mobility,



accessibility and safety by complementing the road infrastructure that currently exists with quality transit service.

### ***Resource and Conservation Issues***

When parking areas are full, visitors begin parking in undesignated spots along the margins of the parking lot or the road shoulder - resulting in resource damage and creating safety issues. Due to an overall lack of legitimate parking, people routinely park on sensitive or erodible soils (as most soils in the Sedona area are) or vegetation. Additionally, over time, the boundaries of these seemingly hardened sites begin to “creep” and widen into surrounding vegetation.

Implementation of the transit system should result in fewer traffic-related impacts on plants, soils, air and water quality, and the scenic values of the area. Furthermore, the system should reduce the pressure on limited parking resources, thereby reducing the negative environmental impacts of trampling and erosion and facilitating the protection of the natural resources.

In many of the trailhead lots along SR 179, this damage may be limited to the immediate parking areas, as people can still utilize the main parking lot and/or walkways to access the site once parked. However, in Oak Creek Canyon there are limited walkways, and visitors are forced to make their own trails through the vegetation. This has resulted in numerous user-created trails along the length of Oak Creek Canyon. This not only negatively affects the vegetation but also the soil and water quality: as plant cover is lost, more soil is exposed to erosion, which in turn lowers the water quality in Oak Creek.

As was mentioned in the last section, ADOT, in conjunction with stakeholders and Kimley-Horn Consultant, have developed a memorandum for the COF identifying opportunities to restrict parking along the sides of the roadway in Oak Creek Canyon. The intent of this memo is to supply consolidated stakeholder input to COF for their Oak Creek Watershed project.

Resource consideration should be given, not only to the parking areas and related impacts, but also to the destinations themselves (trails, iconic rocks, Oak Creek). Increased visitation on the trails may increase trail braiding/widening/incising, and the creation of social trails off the developed trails themselves, and may have negative impacts to wildlife and disturb recreation experiences. For any system to be implemented, the FS will need to address these issues in a NEPA analysis. Addressing these issues now will support the development of a system that is implementable and sustainable.

### ***Economic and Community Development Issues***

Sedona’s popularity is proportionate to its world-class scenic beauty; with tourism comprising 60% of the local economy. The region recognizes its reliance on tourism and seeks to support this economic base without compromising the quality and

character of the natural resources it manages. The high degree of urban interface means that the same system could serve both the needs of the tourism-based economy and the needs to provide better access to recreation sites in the Sedona area.

An economically efficient transit system should serve both recreation sites and tourism-related businesses that lie intermingled along the same routes, rather than only one or the other. In addition to meeting the transit needs of visitors, the system may also serve key locations for residents including access to shopping centers, municipal services, and community attractions.

### ***Recreational Issues***

The transit system should enhance the recreational experience by improving transportation issues and preserving the natural draw of the region. Encouraging safe, enjoyable trips for residents and visitors alike is a key aspiration to ensure continued recreational use of the highly diverse trails and rock formations.

The system could serve as the ideal venue to relay educational information to passengers, focusing on the natural and cultural history of the area. This informational scenic ride would explain the significance of the surrounding ecosystem and appropriate outdoor ethics, including which areas are publicly accessible versus those that are private property. Critical health and safety information specific to the desert environment could be shared, including the risk of fire danger and appropriate behaviors to mitigate risk. Additional information at the trailheads and parking intercept lots provide a reliable source of visitor safety information including the need to stay hydrated and cool.

Designed properly, the system would allow overnight visitors to leave their vehicles at their accommodations and use transit to access trailheads and other attractions. It would also allow campers in Oak Creek Canyon an easy method of coming into town to shop or have dinner without having to tear down their campsite or negotiate Uptown traffic with an RV. Cumulatively, these benefits reduce traffic on the roads, reduce parking congestion, and increase visitor access – all of which enhance visitor experience while protecting the natural resource.

## SCOPE OF SERVICES

The successful proposal will seek to identify those findings and recommendations from existing studies that are still relevant and use those as a foundation for the new study, then identify those areas where gaps in information exist and fill in those gaps. The most recent and relevant studies include the **Red Rock Ranger District Alternative Transportation Plan Draft Final Report (2013 – Nelson/Nygaard)**, the **Sedona Transportation Master Plan (2017 – Kimley Horn)**, **SR89A Oak Creek Canyon Pullout Closures Evaluation and SR89A Real-Time Travel Information Recommendations Memorandum (2017- Kimley Horn)**

These Plans address transit issues and offer options and recommendations that can be used as a framework for this study and plan.

## System Development

The study should provide a current view of the interrelated conditions of transportation issues, resource conservation issues, economic and community development issues, and recreation issues, described in the background section. Having a complete picture of initial conditions, requirements and limitations of the various jurisdictions and the potential hurdles those present is essential to develop an implementable transit system(s).

Considerations should include, but are not limited to:

- the viability of financial partnerships to support the ongoing operations of a transit system
- the COF requirements for compliance with the National Environmental Policy Act (NEPA) and potential permitting requirements in order to implement a transit system in Oak Creek Canyon given their ownership of the land the road sits on
- ADOT requirements, limitations and restrictions for the state highway in Oak Creek Canyon
- physical constraints within Oak Creek Canyon
- likelihood that ridership would be sufficient to support a system
- likelihood that ridership would be sufficient to reduce traffic congestion
- likelihood that policies and incentives could be implemented sufficient to induce ridership
- need for significant multi-jurisdictional coordination, cooperation, and governance
- parking, bus stops/shelters, and other facility upgrades required

## *Data Collection and Analysis*

A baseline should be established against which the impact of transit service will be measured. Determining and evaluating regional origin and destinations (O&D) is a key element of this project. Travel patterns must be identified in order to create a usable

public transit system. The O&D work will help determine the travel patterns of those who may be willing to use a public transit system in the future.

The consultant should identify a method of estimating travel demand and justify its applicability for this particular Plan. Using the selected methodology, the consultant should estimate transit demand for the region annually, monthly and daily where possible. The consultant should identify the transit mode best suited to meet this demand and justify the applicability of this mode in meeting the demand.

The proposal should include how the consultant will gather and utilize relevant data to identify potential transit system solutions.

The plan should provide ridership projections and identify performance measures that will create the framework to measure success.

### ***Public Involvement and Advisory Committee***

An extensive public participation program must be included as part of the proposal. This program will provide the means by which the City and its partners may receive input from community members and stakeholder representatives and incorporate their priorities into the Plan and program for improvements.

Key partners include the City of Sedona, Arizona Department of Transportation, the Red Rock Ranger District of the US Forest Service, Slide Rock State Park, Coconino County, and Cottonwood Area Transit. Representatives of these organizations should serve as an Advisory Committee. The Advisory Committee will convene regularly with project managers throughout the plan development to provide input. Consultants will present information, preliminary findings, and draft deliverables to the advisory committee for review and feedback. Advisory committee members are responsible for providing social, economic, financial and technical input related to the study and public transportation in the Sedona/Oak Creek area.

Key stakeholders may include but not be limited to the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA); the Greater Sedona Chamber of Commerce and Tourism Bureau; the Sedona Fire District; the Department of Public Safety (DPS); Traffic Matters representing residents of Oak Creek Canyon; the Sedona Lodging Council; other tourism and recreation related industries; Yavapai County, and residents of Sedona and the Village of Oak Creek. Extensive public participation in the planning process is critical to obtain broad support. Community and stakeholder involvement could be achieved through a variety of means including surveys, interviews, public meetings, charrettes, etc.

Consultants should present a public outreach plan to determine meeting types and facilitation techniques to be used. All public involvement opportunities should be followed by a post-meeting review and recap for the advisory committee. Consultants should provide deliverables that document meeting content and provide summaries as well.

Facilitator quality is an integral component of the public involvement process. Details outlining the proposed community outreach efforts should be included with a profile of the facilitator to be provided.

Consultant may also provide options for additional public outreach and/or outreach techniques, should they be needed. These additional options should be called out separately in the proposed budget.

The public involvement plan must include Title VI compliance, 4-Factor LEP Analysis, data collection and tabulation of meeting attendance, etc.

### ***Transit System Detailed Implementation Plan***

Using visitor data and the results from the stakeholder engagement and the O&D evaluation, recommendations will be developed for the creation of the best transit mode or modes that meet the needs of the region's existing demand for services and/or opportunities to incentivize the use of transit.

An implementation plan of the transit system design recommendations will be developed that will consider various funding scenarios recognizing a multi-jurisdictional approach and the need for the system to be scalable to provide for a phased implementation over time. The implementation plan will be detailed enough to provide a blueprint for turn-key implementation and operations over the ten-year timeframe.

Elements of the Operating, Capital, and Financial Plans should include, but are not limited to:

- Route configurations (with maps) - Previous studies identified potential routes. Popular recreational sites, campgrounds, and trailheads have been identified in addition to key tourist attractors such as Sedona's Uptown Shopping and Tlaquepaque/Hillside Gallery District, and Chapel of the Holy Cross. Additional stops serving the community should also be considered.
- Bus stop locations/amenities - Previous studies have identified potential stops; though they need to be reassessed and new stops should be considered. It is also likely given the configuration of SR 89A in Oak Creek Canyon that transit stops on the highway may be impractical and other alternatives will need to be identified. Appropriate shelters, signage, and bus stop amenities should be reasonably determined based on expected ridership and popularity of locations. Real time information at key stops is a potential amenity to be evaluated.
- Schedules - Service hours, days, frequencies and seasonality of services should be determined to provide riders with adequate accessibility to and from recreation sites, lodging, and other destinations, in the most cost effective manner possible. This should also consider optimization of timing for usage such as when frequent tourist destinations open, or close, and when workers change shifts.

- Capital requirements – Discuss capital projects that need to be undertaken within the ten-year time frame to support the services and operations set forth in the Operations Plan. This should include acquisition, replacement, life-cycle considerations, relationship to operations expansion, capacity issues. Discussion should also include an assessment of current facilities (Verde Lynx) and make recommendations to either build on current system or develop a new system.
- Vehicles – Vehicles should be suitable for the terrain and variety of recreational passengers that may require additional space for belongings and equipment for outdoor activities (i.e. bicycles). The study should examine green technologies if possible.
- Transfer procedures and locations - If more than one route, transfer points and procedures should be determined. Connections to other transit services should be considered as well; this would likely present a potential transfer to Verde Lynx Public Transportation service and possibly a transfer to the NAIPTA service to Flagstaff.
- Fare media, categories, and policies - Riders could potentially be staying in the area for several days hiking, biking or otherwise recreating, so appropriate passes and fees should be considered. Additionally other fees should be identified or coordinated with fares to provide a reasonable cost to passengers. Park and Ride fees, walk-in fees, parking passes, or Red Rock Recreation Pass could potentially be coordinated.
- Marketing - The tie in to the Red Rock Recreation Pass should be considered as well as other partnerships which would encourage transit use. This requires close collaboration with the COF to determine their ability and willingness to pursue modifications to the current pass system.
- Revenue and funding plan/funding opportunities - An evaluation of potential local, state and federal funding opportunities is needed. In addition, revenue-generating opportunities such as advertising on vehicles, bus stop advertising, etc., should be identified.
- Park and ride plan/regulations - General type, size, with number of spaces, and location of Park and Ride facilities should be included. Regulations, enforcement, and fee structures should be included (if needed).
- Land acquisition requirements (if needed)
- Investigate any changes necessary to the existing conditions, policies and processes of the City; ADOT; the COF; Slide Rock State Park, Coconino County, and/or other key stakeholders in order to promote and/or accommodate the recommended public transportation service.
- Cost estimates for development of a public transportation system - Include anticipated and/or forecasted or phased costs associated with investing in public transportation up to ten-years as a timetable for phased implementation. Provide

expense forecasts, revenue projections (federal, regional and local), and detailed operations and capital cost estimates (ex. vehicles and operating costs, staff wage and benefits costs, infrastructure development, scheduling equipment and software, construction of park and ride locations, transit facilities, maintenance facilities, shelters, signage, etc.). All sources of revenue shown in the operations and in the capital financial plan should be identified individually. The basis for the operating cost forecasts shall be clearly portrayed (e.g., cost per service hour and service hours). Should assess current systems (Verde Lynx, NAIPTA) and make recommendations on building on current systems vs. developing a new system.

- Draft contract for a private operator (if needed)
- Governance structure – In recognition of the multiple organizations involved in development of a transit system that would traverse various jurisdictions and service areas, identify who will run the system, how design and management decisions will be made, and how the system will be paid for.

### ***Marketing Plan***

The marketing plan discusses marketing strategies to increase ridership.

Recommendations shall be provided for strategies with specific emphasis on:

- Partnerships
- Timeline;
- Incentives
- Cost;
- Effectiveness of recommended strategy; and
- Target audience.

**Scope of Work is a general list of objectives anticipated to be required of the awarded respondent. The City of Sedona requests that the consultant add to, subtract from, and further define and develop this scope as necessary to achieve the overall objective.**

## **PRESENTATIONS:**

Those respondents which are determined to be best qualified to undertake the services required under this Request for Proposals may be invited to make a presentation to the City. Further information may be provided to the prospective respondents after the initial selection.

## **SUBMITTAL REQUIREMENTS:**

Ten (10) copies of the respondent's proposal, and one (1) electronic copy, will be received by the City until 12:00 p.m., MST on **April 5, 2018**, at the office of the City Manager Attn: Karen Osburn; City of Sedona; 102 Roadrunner Drive; Sedona, Arizona 86336. The outside of the envelope must bear the notation:

**PROJECT #18-0222  
GREATER SEDONA/OAK CREEK CANYON TRANSIT SYSTEM DEVELOPMENT  
AND IMPLEMENTATION STUDY  
April 5, 12:00 P.M.**

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

1. Completed qualification form submitted on PART II-A: RFP FORM.
2. A summary of the respondents 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 Past Performance Questionnaire, sent separately by at least three (3) references, submitted on PART II-C.
4. Project Budget, Part II-D, including all directed expenses (personnel, forecasted hours, wages, operating costs, travel costs) and indirect costs.
5. Signed certifications, assurances, insurance and federally required forms, Part III

## **FORMAT:**

To assist in the evaluation process, proposals 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, 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. Describe your overall understanding of the project. 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 sub-consultants. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience. Work



performed by key personnel shall include computer modeling, data gathering, and public outreach at a minimum. List key projects the project team has worked on in the past 5 years.

4. **Project Approach / Scope.** Develop and 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. Describe your approach to public involvement and innovation.
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 budget. (See form)**
8. **Proposed work schedule.**
9. **Other.** Relevant information the consultant wishes to include that is not listed above.

#### **CITY'S REPRESENTATIVE**

Karen Osburn, Assistant City Manager  
102 Roadrunner Dr.  
Sedona, AZ 86336  
Office: 928-203-5067  
[KOsburn@SedonaAZ.gov](mailto:KOsburn@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 Karen Osburn, Assistant City Manager, 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 42 total pages in this Request for Proposals. It is the respondent's responsibility to ensure that all pages are included. If any pages are missing, immediately request a copy of the missing page(s) by e-mailing your request to Karen Osburn, Assistant City Manager at [Kosburn@SedonaAZ.gov](mailto:Kosburn@SedonaAZ.gov) , RFP Project # 18-0222.

All questions must be submitted via email by March 12, 2018 at 4:00 p.m., to Karen Osburn, Assistant City Manager at [Kosburn@SedonaAZ.gov](mailto:Kosburn@SedonaAZ.gov). Responses to questions will be provided by end of day on March 19, 2018.

### 2. LATE PROPOSALS AND MODIFICATIONS

Proposals and modifications thereof received after the exact time of closing of which is **12:00 p.m., April 5, 2018** will not be considered.

### 3. WITHDRAWAL OF PROPOSAL

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

### 4. 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 submittal may be attached or included by reference in an agreement between the City and successful respondent. Proposals shall be valid for a period of not less than 60 days.

## 5. 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
<b>Project Budget and Timeline</b> <ul style="list-style-type: none"> <li>Total cost of project proposal</li> <li>Firm conveys the ability to complete the study within the specified time period, meet all deadlines for submitting work products, and ensure quality control (study schedule is estimated at 12 months)</li> </ul>	20%		
<b>Relevant experience of assigned staff with similar transit projects, and number, location and availability of qualified personnel</b>	25%		
<b>Project Approach / Scope</b>	30%		
<b>Familiarity with the City of Sedona, Greater Sedona Area, COF, AZ State Parks, ADOT or similar</b>	15%		
<b>Public Relations Experience (including Public Outreach)</b>	10%		

If the City is unable to successfully negotiate a contract with the highest rated Proposer, the City may begin negotiations with the next highest rated Proposal, cancel the RFP and re-solicit or completely cancel the RFP

### Rating Considerations

#### Relevant Experience & Project Manager Experience

- What experience with similar transit projects does the team have?
- What transit projects has the project manager led?
- Does the consultant have a good record of developing similar projects that have been implemented, and how closely does their prediction match the outcome?
- What impact to ridership and congestion have these transit project shown?

#### Project Approach / Scope

- 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 proposed scope assure accomplishment of an effective transit system?
- Is the consultant's quality control team good?
- How well is the project approach explained and justified?

Public Relations & Public Outreach Experience

- How much experience does the team show in working with public committees?
- Does the public outreach proposed support the objectives of an effective transit system?

Qualified Personnel

- How many members of the team have worked together on previous similar projects?
- 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 or similar areas

- Has the Consultant and / or project team done previous work with the City of Sedona? If not, what surrounding or similar communities has the consultant worked with?
- Has the Consultant worked with ADOT, COF, AZ State Parks, etc.?
- If not, what similar areas/organizations has the consultant / project team worked with and how do they define that as similar?

**6. REQUIRED INSURANCE**

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

**7. PROPOSED SCHEDULE**

The following schedule is preliminary. Adjustments may be made at the discretion of the City.

April 5, 2018	12:00 PM Responses Due. Responses not received by this time will not be accepted.
April 16, 2018	Committee finalizes review of proposals.
Week of April 30, 2018	It is anticipated that interviews will be for top two to three consultants, if necessary.

May 17, 2018

Final scope and proposal due from selected consultant.

June 12, 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 or to amend the schedule as necessary.

**PART II  
RFP DOCUMENTS**

**PART II - A  
RFP 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:

**PROJECT # 18-0222  
THE DEVELOPMENT OF A GREATER SEDONA/OAK CREEK CANYON TRANSIT  
SYSTEM DEVELOPMENT AND IMPLEMENTATION PLAN**

Respondent certifies that he/she has examined and is fully familiar with all of the provision 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 RFP.

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

Respondent agrees that this RFP constitutes a firm offer to the City which cannot be withdrawn by the respondent for seventy-five (75) calendar days from the date of actual opening of RFPs. 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 RFP.

Respondent also acknowledges receipt of the following addendum to the RFP which addendum 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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(EMAIL)

**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 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.

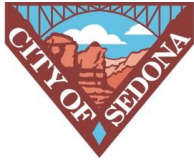
OWNER	YEAR	TYPE OF WORK	CONTRACT AMOUNT

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)





**City of Sedona City Manager's Office**

102 Roadrunner Drive Sedona, AZ 86336

(928) 204-7127 • Fax: (928) 282-5671

**PART II – C  
PAST PERFORMANCE QUESTIONNAIRE**

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

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

*Printed Name of Evaluator*

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	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)	

\_\_\_\_\_  
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 12:00 PM on TBD to:**

**[KOsburn@SedonaAZ.gov](mailto:KOsburn@SedonaAZ.gov) or**

**Attn: Karen Osburn**

**City of Sedona, City Manager's Office**

**102 Roadrunner Drive**

**Sedona, AZ 86336**

**Part II - D: Budget**

**Greater Sedona/Oak Creek Canyon Transit System Development and Implementation Plan Pricing Form**

**INSTRUCTIONS: Proposers should check the "Optional" column for any items that are not required by specifications and should not be included in the scoring process.**

Proposer: \_\_\_\_\_

Tasks/Activities/Deliverables

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	
Subtotal:			\$	

Personnel Time, Travel, and Expenses

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
Subtotal:			\$	

Other Services

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
Subtotal:			\$	

---

Grand Total \$

\_\_\_\_\_  
Proposer's Authorized Representative Signature      Date

\_\_\_\_\_  
Proposer's Authorized Representative PRINT name & title

**PART III**  
**Federally Mandated Clauses for all Contracts**

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the attached FTA mandated provisions are included in this proposal.

FTA Required Clauses are attached and must be signed and submitted for bid to be deemed responsive. FTA Required Clauses attachment also includes.

The selected consultant shall at all times comply with all applicable Federal Funding Agency regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

A vendor, contractor, consultant, or subcontractor (*herein after referred to as "contractor"*) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.. *The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:*

- (1) Withholding payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

*The contractor shall ensure that all subcontract agreements at all tiers contain this clause.*

**DBE GOAL/COMMITMENT AND DOCUMENTATION:**

This project is race-neutral. No DBE goal has been set on this contract. The CONSULTANT is ENCOURAGED to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal.

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND EQUAL OPPORTUNITY**

THE CITY is an Equal Opportunity Employer. As such, THE CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, THE CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

The selected Consultant will be expected to comply with Title VI of the Civil Rights Act of 1964, as amended and the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60).

THE CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will

affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## CERTIFICATIONS, ASSURANCES, AND CONDITIONS GENERAL

Please read the statements below. By signing below Proposers are aware and in agreement with Federal, and State guidelines related to the award of a contract. Consultants shall submit the specific Certification form, as revisions to the form may occur from time to time. Failure to sign and submit the certification form specified in this RFP with the RFP will result in the RFP being rejected. Submission of the RFP by the Consultant certifies that to the best of its knowledge:

1. The Consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
2. The Consultant, its principals and sub-consultants have not been suspended or debarred from doing business with any government entity.
3. The Consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the Consultant shall ensure that all Sub-consultants have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the RFP package.
4. The Consultant's signature on any RFP or contract constitutes an authorization to THE CITY to ascertain the eligibility of the Consultant, its principals and subconsultants to enter into contract with THE CITY and with any other governmental agency.
5. The Consultant's Project Team members are employed or sub-contracted by the Consultant on the date of submittal.
6. All information and statements written in the proposal are true and accurate and that THE CITY reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
7. Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction
8. No Federally appropriated funds have been paid or shall be paid, by or on behalf of the Consultant for the purpose of lobbying.
9. If project is funded with Federal Aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in

response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.

10. The Consultant will utilize all Project Team members, sub-consultants and DBE firms, if applicable, submitted in the RFP, and will not add other Project Team members or sub-consultants, unless the Consultant has received prior written approval from THE CITY.
11. The Consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFP proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract.
12. If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its RFP proposal.
13. The Consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
14. The City of Sedona, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TITLE VI / NON-DISCRIMINATION During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations. The SUBRECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the Agreement.
- (2) Nondiscrimination. The SUBRECIPIENT, with regard to the work performed by it during the Agreement will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the Agreement covers a program set forth in Appendix A of 49 CFR part 21.

- (3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the SUBRECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.
- (4) Information and Reports. The SUBRECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-Compliance. In the event of the SUBRECIPIENT's non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

## ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;

- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required

contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Federal Changes**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

### **Clean Air**

Applicability – All contracts over \$150,000.

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Clean Water**

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65

[to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.



LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

## NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## ACCESS TO RECORDS AND REPORTS

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**CERTIFICATIONS & ASSURANCES SIGNATURE PAGE (SUBMIT WITH RFP)**

Proposing professional services agency acknowledges and agrees to the general assurances contained herein and the attached FTA Fiscal Year 2017 Certifications and Assurances.

Print Name and Title:

---

Signature and Date:

---

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The SUBRECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the Agreement.

(2) Nondiscrimination. The SUBRECIPIENT, with regard to the work performed by it during the Agreement will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the Agreement covers a program set forth in Appendix A of 49 CFR part 21.

(3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the SUBRECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.

(4) Information and Reports. The SUBRECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the SUBRECIPIENT's non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

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Proposer's Authorized Representative Signature

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Proposer's Authorized Representative PRINT name and title

## 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 the Arizona Department of Transportation 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," Request for Proposals published in connection herewith, Bid Schedule, Additive Bid Items, if any, General Conditions, Special Conditions, Addenda, if any, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.
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:

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

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

APPROVED AS TO LEGAL FORM:

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