



**City of Sedona**

102 Roadrunner Drive, Suite 106, Sedona, AZ 86336  
Phone: (928) 203-5040

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# REQUEST FOR QUALIFICATIONS

**FOR**

## **PROFESSIONAL SERVICES FOR OFF HIGHWAY VEHICLE USE ENVIRONMENTAL IMPACT ASSESSMENT**

**RFQ No. 2022/23-001R**

QUALIFICATIONS MUST BE RECEIVED PRIOR TO 4:00 P.M.  
**November 14, 2022**

**MAIL:** City of Sedona  
Procurement Department  
102 Roadrunner Drive, Suite 106  
Sedona, AZ 86336  
Monday – Thursday, 8:00 am – 5:00 pm

**HAND DELIVER:** City of Sedona  
Procurement Department  
102 Roadrunner Drive, Suite 106  
Sedona, AZ 86336  
(928) 203-5040  
Monday – Thursday, 8:00 am – 5:00 pm

**RESPONDENT’S NAME AND ADDRESS**

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

**REQUEST FOR QUALIFICATIONS**

**CITY OF SEDONA  
Procurement Department  
Sedona, Arizona 86336**

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## NOTICE TO RESPONDENTS

City of Sedona  
Procurement Department  
102 Roadrunner Drive, Suite 106  
Sedona, AZ 86336

Sealed statement of qualifications for the Professional Services for Off Highway Vehicle Use Environmental Impact Assessment, RFQ No. 2022/23-001R, project will be received by the Procurement Department, located at 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336, until 4:00 p.m., local Arizona time, on November 14, 2022.

PROJECT: Professional Services for Off Highway Vehicle Use Environmental Impact Assessment, RFQ No. 2022/23-001R

DESCRIPTION: The City of Sedona, Arizona is inviting firms to submit a statement of qualifications for the provision of off highway vehicle use environmental impact assessment services at various locations within the City.

CONTRACT TERM: The Contract term shall be for an initial one (1) year term, with the option to extend for one (1) additional one (1) year term.

Copies of the Request for Qualifications may be obtained from the City of Sedona's website at <http://www.sedonaaz.gov/business/doing-business/bids-and-rfps>; by visiting the Procurement Department, located at 102 Roadrunner Drive, Suite, 106, Sedona, Arizona 86336; by email at [HWeber@sedonaaz.gov](mailto:HWeber@sedonaaz.gov); or by calling the Procurement Department at (928) 203-5040.

Each firm's response shall be made on forms furnished in the Request for Qualifications and submitted no later than the above cited due date and time.

Statement of Qualifications must be enclosed in a sealed envelope addressed to:

HAND DELIVERY: City of Sedona  
Procurement Department  
102 Roadrunner Drive, Suite 106  
Sedona, AZ 86336  
Monday – Thursday, 8:00 a.m. to 5:00 p.m.

U.S. MAIL: City of Sedona  
Procurement Department  
102 Roadrunner Drive, Suite 106  
Sedona, AZ 86336  
Monday – Thursday, 8:00 a.m. to 5:00 p.m.

AND MARKED: Statement of Qualifications, Professional Services for Off Highway Vehicle Use Environmental Impact Assessment, RFQ No. 2022/23-001R

AND RECEIVED: At the Procurement Department no later than 4:00 p.m., local Arizona time, on November 14, 2022 (as determined by reference to [www.time.gov](http://www.time.gov) ref Arizona area)

The successful firm will be selected based on the best value and responsive Statement of Qualifications provided to the City.

All questions should be directed in writing to Alicia Peck, Sustainability Manager, c/o Heidi Weber, Procurement Officer, 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336, or by email at [APeck@sedonaaz.gov](mailto:APeck@sedonaaz.gov).

BY: ADPeck  
Alicia Peck  
Sustainability Manager

## PART I

### REQUEST FOR QUALIFICATIONS (“RFQ”)

#### PURPOSE

The City of Sedona (“the City”) is soliciting statements of qualifications from consultants to provide professional services for data collection and analysis to determine the presence and significance of negative consequences to health, safety, and quality of life due to the use of off-highway vehicles in the greater Sedona area. This RFQ will serve to facilitate these efforts; the results of which will be used to determine if the city may legally seek to enact local ordinances to mitigate any data supported negative consequences. Additionally, data and analysis from this effort will be shared with partner agencies working on this issue. Lastly, results will be published for public consumption.

#### SCOPE OF WORK:

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

#### SUBMITTAL REQUIREMENTS:

Five (5) original copies of the respondent’s sealed statement of qualifications, and one (1) USB flash drive copy containing the complete Statement of Qualifications in PDF format, will be received by the City **until 4:00 p.m., local Arizona time, on November 14, 2022**, at: 1) by mail: Procurement Department, 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336; or 2) by hand delivery: Procurement Department, 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336.

The outside of the envelope must bear the notation:

#### **PROFESSIONAL SERVICES FOR OFF HIGHWAY VEHICLE USE ENVIRONMENTAL IMPACT ASSESSMENT- RFQ No. 2022/23-001R**

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

1. Completed qualification form submitted on PART II-A, STATEMENT OF QUALIFICATIONS 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 II-B, RESPONDENT’S EXPERIENCE STATEMENT.
3. Completed Past Performance Questionnaire, sent separately by at least three (3) references, submitted on PART II-C, PAST PERFORMANCE QUESTIONNAIRE.
4. Statement of Qualifications shall follow the format outlined below:

## RFQ FORMAT:

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

1. **Letter of Introduction.** Describe your firm's areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, and telephone number of the primary contact.
2. **Project Manager's Experience.** Identify the Project Manager who will be responsible for this project. List the **Project Manager's** relevant experience and similar work including references.
3. **Personnel.** Describe the project team including name and office location of key personnel, including subcontractors. Describe key personnel's proposed roles and responsibilities on the project, and relevant related experience. Work performed by key personnel shall include, but is not necessarily limited to, data collection plan design and management, data analysis, document development (plans, specifications, schedules, etc.), survey, preparation of project costs, permitting, and RFQ administration support. List 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 project to be able to collect data sets discreetly and analyze in a completely unbiased way. Highlight any 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 firm is selected.
5. **Examples of Similar Work.** Include a list of similar projects listing the Owner, the Owner's contact person, address, phone number, and email address.
6. **Resumes of Key Staff.**
7. **Proposed work schedule.** Please **do not** include actual proposed dates in the work schedule. These are details that the City prefers to not know until after data collection has been conducted for this project.
8. **Other.** Relevant information the consultant wishes to include that is not listed above.

**QUESTIONS:**

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 Alicia Peck, Sustainability Manager, c/o Heidi Weber, Procurement Officer, and in accordance with **PART I “INSTRUCTIONS TO RESPONDENTS” no later than 4:00 p.m., local Arizona time, on November 2, 2022.** Violation(s) may be cause for rejection of the statement of qualifications.

**CITY OF SEDONA PROJECT REPRESENTATIVE:**

Alicia Peck, Sustainability Manager  
c/o Heidi Weber, Procurement Officer  
102 Roadrunner Drive, Suite 106  
Sedona, Arizona 86336  
(928) 203-5040  
[APeck@sedonaaz.gov](mailto:APeck@sedonaaz.gov)

(Remainder of page left blank intentionally.)

## INSTRUCTIONS TO RESPONDENTS

### 1. INSTRUCTIONS TO RESPONDENTS

There are 23 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 Heidi Weber at [HWeber@sedonaaz.gov](mailto:HWeber@sedonaaz.gov).

All questions must be submitted in writing to Alicia Peck, Sustainability Manager, c/o Heidi Weber, Procurement Officer, **no later than 4:00 p.m., local Arizona time, on November 2, 2022.**

### 2. RFQ TRANSPARENCY

**Beginning on the date this RFQ is issued and continuing until either the date a contract is awarded or this RFQ is withdrawn by the City, all persons or entities who respond or intend to respond to this RFQ, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "firm"), shall only discuss matters associated with this RFQ with the above designated City employee and shall not have any direct or indirect contact about this RFQ with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFQ.**

### 3. LATE STATEMENT OF QUALIFICATIONS AND MODIFICATIONS

Statements of qualifications and modifications thereof received after the exact time (as determined from "Time.is" at <https://time.is/>) of closing, which is **4:00 p.m., local Arizona time, November 14, 2022, received at the wrong location or unsealed** will not be considered.

### 4. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

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

### 5. STATEMENTS OF QUALIFICATIONS REQUIREMENTS

To receive consideration, the statement of qualifications must comply with the following additional requirements:

- a. The statement of qualifications and all other documents or material submitted will be deemed to constitute part of the statement of qualifications.
- b. Statements of qualifications must be valid for a period of sixty (60) calendar days from the date of opening.
- c. **DO NOT include rates or estimated project costs for this work.**

### 6. INTENT OF THE CITY

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

**7. 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	35%		
Project Team Qualifications and Experience	30%		
Project Approach	25%		
Available Resources	10%		

After the City has identified the statement of qualifications with the best value to the City, the City shall have the right to interview and 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.

**Rating Considerations**

Consultant Qualifications and Experience

- What experience with similar projects of this size and scope does the Consultant 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 does the firm internally manage project costs, schedules, and work quality?
- How are client concerns internally handled/addressed?

#### Project Team Qualifications and Experience

- Identify the organization of the team, key team member roles and responsibilities, time commitment, qualifications/relevant experience.
- What is the level of principal involvement?
- Unique qualifications or experience?
- What is the team's experience in preparing reports, specifications, plans, cost estimates, permits, bid documents, RFI's, etc.?
- Has the team partnered on prior projects?
- What local knowledge does the team embody?
- How much experience does the team show in working with public committees?
- Is the team make up appropriate for the project and provide for the anticipated skill sets needed?
- Unauthorized replacements will result in disqualification of the statement of qualifications or breach of any agreement that arises from this RFQ.

#### 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?
- Is the consultant's quality control team efficient and effective?
- 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?

#### 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 related to: periodic status reporting; quality control; team personnel and technical resources; time; money (e.g., project and consultant costs); and scope of work be managed?

## 8. REQUIRED INSURANCE

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

## 9. PROPOSED SCHEDULE

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

November 14, 2022	4:00 p.m. Responses Due. Responses received after the deadline will not be accepted.
November 28, 2022	Committee finalizes review of Statement of Qualifications. The top candidate will be announced.
December 15, 2022	At this time, the scope and fee negotiations will be finalized.
December 19, 2022	City Manager approval of contract with selected firm.
December 20, 2022	Project to kick off.

## 10. TERMS AND CONDITIONS

This RFQ does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

- a. City reserves the right to extend the date by which submittals are due.
- b. City reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. The City 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. If City cancels or revises RFQ all potential respondents of record will be notified in writing by City.

- c. All submittals become the property of City. Except for the name of the firms, no information contained in the submittal shall be made public until after award and execution of a contract.
- d. City reserves the right to request additional information and/or clarifications from any or all respondents. City further reserves the right to waive any formality, informality or irregularity in any submittal received.

#### **11. SAMPLE PROFESSIONAL SERVICES AGREEMENT**

The Sample Professional Services Agreement attached hereto is provided as an example only. The terms and conditions are subject to change.

(Remainder of page left blank intentionally.)

**PART II  
RFQ DOCUMENTS**

**PART II - A  
QUALIFICATION FORM**

In response to the Request for Qualifications, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, professional services, permits, supervision, equipment and equipment rental, and its capability 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:

**PROFESSIONAL SERVICES FOR OFF HIGHWAY VEHICLE USE ENVIRONMENTAL IMPACT ASSESSMENT  
RFQ No. 2022/23-001R**

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

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

Respondent agrees that this statement of qualifications 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 statement of qualifications. 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 statement of qualifications.

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

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

RESPONDENT'S BUSINESS NAME (type or print)

\_\_\_\_\_

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

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

Name (Print): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (PH)

\_\_\_\_\_ (FAX)

\_\_\_\_\_ (EMAIL)

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

The respondent submits as a part of its statement of qualifications, 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 this 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).

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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 RFQ. Please include a sheet with all contact information and details of the project on a separate sheet.

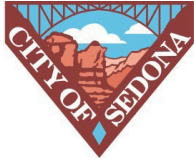
OWNER	YEAR	TYPE OF COMPLETED WORK	CONTRACT AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title)



# City of Sedona

102 Roadrunner Drive, Suite 106 Sedona, AZ 86336  
Phone: (928) 203-5040

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## PART II – C PAST PERFORMANCE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

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

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

**Please email or mail the completed survey by 4:00 p.m. on November 14, 2022 to:**

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

Attn: Heidi Weber

City of Sedona

Procurement Department

102 Roadrunner Drive, Suite 106

Sedona, AZ 86336

## PART II – D SCOPE OF SERVICES

The Scope of Professional Services for Off-Highway Vehicle Use Environmental Impact Assessment covers data collection and analysis at five (5) areas of concern in and around Sedona.

Previous data collection efforts, general location maps, and other information related to the project sites are contained in the City of Sedona 2019 Off-Highway Vehicle (OHV) Report, which can be found online [here](#). Additional information will be available for each of the sites upon contract award.

The scope of services for this project will include, but is not limited to:

- Data Collection – Quantity and Type of OHVs at five (5) areas of concern in and around the Sedona city limits
- Data Collection – Noise level (in decibels) of vehicles at five (5) areas of concern in and around the Sedona city limits
- Data Collection – Air quality testing at five (5) areas of concern in and around the Sedona city limits
- Data Collection – Operating speed (in mph) of OHVs at five (5) areas of concern in and around the Sedona city limits
- Data Collection – Water Quality Sampling at five (5) areas of concern in and around the Sedona city limits
- Data Collection – Soil Compaction & Erosion over time at five (5) areas of concern in and around the Sedona city limits
- Data Analysis and Comprehensive Report
- Presentation to Sedona City Council

The scope of work as listed does not necessarily reflect all of the necessary or appropriate data collection efforts for each of the project sites. **The City of Sedona welcomes recommendations for reaching the project goal based on technical knowledge and experience in submitted statements of qualifications.** A more detailed scope will be developed with the selected consultant. The selected Consultant as part of the work will be expected to review and assess each site and develop a data collection plan specific to each site.



**PART III**  
**SAMPLE PROFESSIONAL SERVICES CONTRACT**

**SAMPLE**  
**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR THE CITY OF SEDONA**

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

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with **PROJECT NAME**, as set forth in **Exhibit A** (attached).
  - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$Click here to enter text.** If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
  - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, 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, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
  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.
  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. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC [5.05.025](#). Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
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 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 as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.
    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 CONSULTANT who uses an automobile in providing services to CITY 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 to the 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 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 CITY 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 (1) 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 exhibits, 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:
  - 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 the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification 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**).
  - H. 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. CONSULTANT further affirms that it is not engaged in any boycott of Israel (**Exhibit C**). 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."
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, 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 CITY, 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: Heidi Weber  
102 Roadrunner Drive, Suite 106  
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/FIRM NAME

\_\_\_\_\_  
City Manager or City Department Head

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

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

ATTEST:

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

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

APPROVED AS TO LEGAL FORM:

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

## **EXHIBITS**

### **Exhibit A**

- Scope of Work and Associated Costs.

### **Exhibit B**

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