

**AGREEMENT FOR
MILTON ROAD ALTERNATIVES OPERATION ANALYSIS MICRO-SIMULATION MODELING**

**CITY OF FLAGSTAFF
and**

KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement for a City of Flagstaff Milton Road Alternatives Operation Analysis Micro-Simulation Modeling ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Kimley-Horn and Associates, Inc., a corporation, with an office at 1855 W. Baseline Road, Suite 200, Mesa, Maricopa County, Arizona ("Provider"), effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement for Milton Road Alternatives Operation Analysis Micro-Simulation Modeling; and
- B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Exhibits "A" and "B" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

The City agrees to make payment, in the amount of \$99,972.12 to Provider to render the services set forth in Exhibits "A" and "B".

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative: To Provider:

David Wessel
FMPO Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

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

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. **GENERAL PROVISIONS**

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter “Provider Immigration Warranty”).

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider’s Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement 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.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of one (1) year, beginning April 15, 2014 through April 14, 2015], unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional one (1) year term, upon mutual agreement from both parties.

City of Flagstaff

Provider

Kevin Burke, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any offer received by a Proposer in response to this RFP.

1. **CERTIFICATION:** By signature on the Offer page, at the end of this RFP document, Proposer certifies that:
 - a. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - b. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer, on page 31 of this RFP document, with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.
2. **GRATUITIES:** The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.
3. **OFFER BY PROPOSER:** All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the sample Agreement. Offers do not become contracts unless and until they are formally accepted by the City. Formal acceptance may occur when the City Manager accepts an Offer, or when the City Council accepts the Offer and enters into the Agreement, as allowed under the Flagstaff City Charter. The City reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. A contract approved by the City Council may only be changed by written amendment signed by duly authorized representatives of the City and the Proposer.
4. **EXCEPTION TO THE SOLICITATION:** Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists, identifying the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation," shall be considered invalid and void and of no contractual significance. The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them.
5. **INTERPRETATION - PAROL EVIDENCE:** The Agreement is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no

usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the City Charter or applicable Arizona State Statute is used in the Agreement, that definition shall control.

6. **RIGHTS AND REMEDIES:** No provision in this document or in the RFP Packet shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
7. **PROTESTS:** Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.
8. **ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Agreement, without the prior written consent of the City.
9. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times and at its expense, inspect the plant or place of business of a Proposer or Sub-proposer which is related to the performance of any contract as awarded or to be awarded.
10. **INSPECTION:** All materials, services or construction are subject to final inspection and acceptance by the City. Materials, services or construction failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs shall be the responsibility of Proposer.
11. **PURCHASE ORDERS:** The City shall issue a purchase order for the goods or services covered by the contract. All such purchase orders will reference the contract number, as well as the City Council approval date and Council Agenda item number.
12. **PACKING AND SHIPPING:** If applicable, Proposer shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
13. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, and

the City has completed inspection and has accepted the material, unless otherwise provided within the contract.

- 14. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials, or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender without prior approval from the City.
- 15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Proposer shall deliver conforming materials, or services, in each installment or lot of the contract and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.
- 16. SHIPMENT UNDER RESERVATION PROHIBITED:** Proposer is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 17. LIENS:** All goods, services and other deliverables supplied to the City under the Agreement shall be free of all liens other than the security interest held by Proposer until payment in full is made by the City. Upon request of the City, Proposer shall provide a formal release of all liens.
- 18. LICENSES:** Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the Agreement.
- 19. COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration by the City should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 20. CONFIDENTIAL INFORMATION:**
 - A. If a Proposer believes a specific section of its proposal to be confidential, the Proposer is to mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.
 - C. The City shall review the statement and information and shall determine in writing whether the information shall be treated as confidential.
 - D. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.
 - E. After award of a contract, proposal responses shall be considered a matter of public record and subject to disclosure. Materials submitted by Proposers shall become the property of the City unless otherwise requested at the time of submission. Materials

identified as confidential by the Proposer will be reviewed by the City Purchasing Office which shall make a determination as to whether the information is disclosable. Generally, information submitted in response to this RFP is considered a matter of public record and subject to disclosure pursuant to the Arizona Public Records Law.

- 21. AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both.

Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

- 22. SAMPLES:** Upon request, Proposers may be required to furnish a sample of the goods and/or service to be provided. Submission of a sample by a Proposer shall constitute an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples submitted by a Proposer shall become the property of the City for testing purposes and/or future comparison at no charge unless designated otherwise by the Proposer. Samples not destroyed by testing or which are not retained for future comparison shall be returned upon request at Proposer's expense.

- 23. PRE-PROPOSAL CONFERENCE:** A prospective Proposers' conference may be held at the City's sole discretion. If scheduled, the date and time of this conference will be indicated on the cover page of this document.

The purpose of this conference shall be to clarify the contents of this RFP Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP Package or any apparent omission or discrepancy should be presented to the City at this conference. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

- 24. DISCUSSIONS AND REVISIONS TO PROPOSAL:** Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

- A. Determine in greater detail such Proposers' qualifications, and
- B. Explore with the Proposers, the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determining whether the Proposers have the necessary personnel and facilities to perform within the required time;

D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

25. COOPERATIVE PURCHASING AGREEMENTS: A contract resulting from this RFP may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGAs) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Proposer(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No

26. FINANCIAL STATUS: All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

27. GOVERNING LAW and JURISDICTION: This solicitation shall be governed by and construed in accordance with the laws of the State of Arizona.

28. SUBSEQUENT PURCHASES: The City, with the consent of the successful Proposer(s), reserves the right to purchase additional items as listed in this proposal, if Proposer is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of approval.

29. POINT OF CONTACT: The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

30. ON-SITE INVESTIGATION: Proposers are strongly encouraged to view all of the City's facilities that may be referenced in the Scope of Work prior to submitting their proposal. The Proposer shall be responsible for examining the facility sites and comparing it with the descriptions and specifications, to have carefully examined all of the RFP Package, including the sample contract and to have satisfied themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract.

No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

31. CONTRACT ADMINISTRATION: To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the users to monitor and assure contract compliance. The Proposer should know during the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the Contract Administration Process, as long as contract compliance is maintained.

All changes or amendments to the contract are to be in writing, authorized by the Purchasing Director, approved by the City Council, and signed by authorized representatives of the parties.

32. CONTRACT TYPE: Firm Fixed Fee. Initial contract term shall be for one (1) year.

33. CONTRACT RENEWAL: The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. In addition, by mutual written consent, the contract may be renewed for supplemental periods of up to **one (1)** additional one (1) year term.

34. OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

35. CONTACT WITH CITY EMPLOYEES AND CONTRACTORS

All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty

of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified on Page One of this document.

PROJECT DESCRIPTION/BACKGROUND

The Flagstaff Metropolitan Planning Organization (FMPO) is seeking professional consulting services to assess the operational effectiveness of alternative mobility treatments for Milton Road in Flagstaff, Arizona.

Milton Road is the main “entrance” to the City transitioning directly to and from Interstate 17. As a major arterial in a region with a poorly developed arterial/collector network, the roadway is required to serve many functions: multimodal corridor, general mobility, general access, gateway feature and more. Options for developing parallel arterials are increasingly expensive and difficult to phase requiring a renewed focus on improving Milton Road operations.

Milton Road is under ADOT jurisdiction. It is a five lane section with a two-way center left turn lane. At the north-end it transitions to Business Route 40 (aka E. Route 66). Traffic volumes through the project limits range from 28,000 near Beaver/66, 43,000 near Butler/Milton, and 35,000 near the southern limits at Forest Meadows. Major intersections include: Humphreys/66, Butler/Milton, W. Route 66/Milton, Forest Meadows/Milton

Project Limits: The area to be included is Milton Road from I-17 north to E. Route 66 to, but not necessarily including, the intersection with San Francisco Street. The area will also include sufficient cross-street length to demonstrate and evaluate measures of effectiveness.

This effort’s purpose is to use micro-simulation modeling to examine and illustrate the performance of different combinations of access management treatments, transit service patterns, and various intersection configurations.

Milton Road is a state highway and subject to state plans and policies. Regionally, it is addressed by the *Flagstaff Regional Land Use and Transportation Plan (2001)*, the FMPO *Regional Transportation Plan 2009* and is addressed in a draft update of the former, *Flagstaff Regional Plan 2030*. A more detailed ADOT study from 2004, *The Flagstaff Urban Mobility Study*, also speaks to general desired improvements. NAIPTA, the local transit provider recently envisioned significant improvements to Milton Road in their *5-Year and Long Range Transit Plan* updates (2013). Finally, Northern Arizona University has a campus master plan that identifies policies, expansion plans and many key physical improvements.

SCOPE OF WORK

1. Budget - \$100,000
2. Schedule – Eight (8) months, April 2014 – December 2014
3. Measures of Effectiveness (MOE): The consultant will work with the FMPO Technical Advisory Committee to establish appropriate measures of effectiveness. This should include measures for throughput, delay, safety and other measures

4. Data assessment, Data Gap analysis and Collection: FMPO will collect turn movements at signalized and unsignalized intersections – ~~including some major driveways~~, and 24-hour volume counts – over the course of the fall ~~summer~~. The consultant will assess the data needed for the micro-simulation model and other MOEs, report on their availability and develop a solution for collecting additional required data.
5. Micro-simulation Model Development and Calibration: The consultant will develop a model that reasonably represents current conditions and produce a baseline report based on approved MOE's. The model should represent transit, pedestrian and bicycle modes as well as automobile. FMPO will provide volume and turn movement counts. NAIPTA will provide transit boarding and alighting data. A VISSIM model of Milton Road and US 180 from just south of Plaza Way to Ft. Valley Road developed in 2011 is available as is a TransCAD regional transportation model (24-hour) calibrated to year 2010.
6. Horizon Year Model Development: The consultant will develop a year 2030 model using either growth factors or interpolated values from the FMPO regional model. Particular attention will be paid to geographic and magnitude assumptions regarding Northern Arizona University housing on and off campus.
7. Alternative Treatments: The consultant will represent various corridor treatments in the model that may include all or some of the following in combination:
 - a) Access management and network treatments: medians, driveway consolidation, new intersections, backage roads, potential expansion to 6 general purpose lanes
 - b) Transit service treatments: Expansion to 6 lanes for dedicated transit, bicycle, right turns; use of backage roads in existing conditions and with transit exclusive access at key points
 - c) Intersection alternatives: Intersection capacity treatments. Alternatives may be modeled for different intersections. For instance, at Butler/66 FMPO is interested in evaluating a Quadrant left turn – use of Clay to Malpais to channel southbound left turns from Butler Avenue; Massive Rotary/Roundabout using Malpais/Clay/Milton;
8. Public Participation: The consultant will work directly or through the FMPO with a variety of project-related ad hoc committees and established boards, commissions and committees to review various aspects of the corridor evaluation. The consultant will propose an approach describing the breadth and depth of this participation.
9. Agency Participation: Whereas considerable technical review will come through the FMPO Technical Advisory Committee, the consultant will schedule explicit time with ADOT Flagstaff District personnel to debrief them on the project and receive their input

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

REQUEST FOR PROPOSAL No. 2014-16
BUYER: AMY HAGIN
PH: (928) 213-2276, FX: (928) 213-2209

OFFER

TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with the RFP Package. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

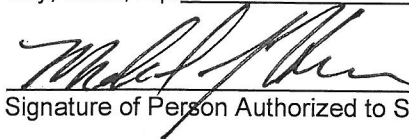
For clarification of this offer, contact:

Name: Michael J. Hermann, P.E. Phone: (602) 944-5500 Fax: (602) 944-7423

Company Name: Kimley-Horn and Associates, Inc.

Address: 7740 N. 16th Street, Suite 300

City, State, Zip: Phoenix, AZ 85020


Signature of Person Authorized to Sign Offer

Senior Vice President
Title

Michael J. Hermann, P.E.
Printed Name

2/17/14
Date



Proposal For
Wilton Road
 Alternatives Operations Analysis Micro-Simulation Modeling



Cost Proposal

Team Member	Role	Rate	Tasks 1 & 2	Task 3	Tasks 4 & 5	Task 6	Task 7	Task 8	Task 9	Total Hours	Billing
KIMLEY-HORN AND ASSOCIATES, INC.											
Hours and Rates											
David Perkins	Principal / QA/QC	\$215.00	1	1	2	4	4	2	4	18	\$3,870.00
Michael Grandy	Project Manager	\$174.00	10	10	16	16	12	16	18	98	\$17,052.00
Brent Crowther	Sr. Traffic Engineer	\$174.00	2	2	2	30	12	8	2	58	\$10,092.00
Jiakin Tong	Traffic Modeler	\$118.00	16	40	16	12	64	10	20	178	\$21,004.00
Dhruva Lahon	Modeling Reviewer	\$125.00	1	6	2	2	12	2	1	26	\$3,250.00
Keith Christian	Project Analyst	\$118.00	20	32	20	12	40	8	8	140	\$16,520.00
Matt Farmen	Project Analyst	\$118.00	10	40	9	18	48	20	12	157	\$18,526.00
Catherine Occhiline	Admin Support	\$72.00	4	3	2	2	3	2	2	18	\$1,296.00
Total Hours			64	134	69	96	195	68	67	693	*
Labor Subtotal Cost			\$8,144.00	\$16,485.00	\$9,266.00	\$14,214.00	\$24,688.00	\$9,484.00	\$9,329.00		\$91,610.00
Direct Expenses											
Delivery/Travel			\$25.00	\$200.00	\$200.00	\$200.00	\$25.00	\$200.00	\$500.00		\$1,350.00
Direct Expenses Subtotal			\$25.00	\$200.00	\$200.00	\$200.00	\$25.00	\$200.00	\$500.00		\$1,350.00
KIMLEY-HORN LABOR AND EXPENSES											
			\$8,169.00	\$16,685.00	\$9,466.00	\$14,414.00	\$24,713.00	\$9,684.00	\$9,829.00	*	\$92,960.00
HDR, INC.											
Hours and Rates											
Michael Labianca	Quality Control	\$160.00			2				2	4	\$640.00
Faisal Chowdhury	Travel Demand Modeler	\$120.00			23				12	35	\$4,200.00
Lisa Scott	Admin. Support	\$73.00			1				1	2	\$146.00



Proposal For
Milton Road
 Alternatives Operations Analysis Micro-Simulation Modeling



Cost Proposal

Team Member	Role	Rate	Tasks 1 & 2	Task 3	Tasks 4 & 5	Task 6	Task 7	Task 8	Task 9	Total Hours	Billing
			0	0	26	0	15	0	0	41	*
Labor			\$-	\$-	\$3,153.00	\$-	\$1,833.00	\$-	\$-	*	\$4,986.00
Subtotal Cost											
Direct Expenses											
Delivery/Travel					\$25.00					*	\$25.00
Direct Expenses			\$-	\$-	\$25.00	\$-	\$-	\$-	\$-	*	\$25.00
Subtotal			\$-	\$-	\$3,178.00	\$-	\$1,833.00	\$-	\$-	*	\$5,011.00
HDR LABOR AND EXPENSES											
FIELD DATA SERVICES OF ARIZONA, INC.											
Hours and Rates											
Sharon Morris	Data Collection	\$69.84	12							12	\$838.08
Dirk Rice	Data Collection	\$36.18	28							28	\$1,013.04
Total Hours			40	0	0	0	0	0	0	40	*
Labor Subtotal Cost			\$1,851.12	\$-	\$-	\$-	\$-	\$-	\$-	*	\$1,851.12
Direct Expenses											
Delivery/Travel			\$150.00	\$-	\$-	\$-	\$-	\$-	\$-	*	\$150.00
Direct Expenses			\$150.00	\$-	\$-	\$-	\$-	\$-	\$-	*	\$150.00
Subtotal			\$2,001.12	\$-	\$-	\$-	\$-	\$-	\$-	*	\$2,001.12
FDS LABOR AND EXPENSES											
TOTAL LABOR + DIRECT EXPENSES			\$10,170.12	\$16,685.00	\$12,644.00	\$14,414.00	\$26,546.00	\$9,684.00	\$9,829.00	*	\$99,972.12
Study Tasks/Deliverables as % of Total Cost			10%	17%	12%	14%	27%	10%	10%	*	100.0%