



METROPLAN

GREATER † FLAGSTAFF

AGENDA

Executive Board Meeting

1:00 – 3:00 PM

September 5, 2024

Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 278 344 575 57

Passcode: wRauVK

In-Person Location

City Hall

City Council Chambers

211 W. Aspen

Flagstaff, AZ 86001

Regular meetings and work sessions are open to the public. Persons with a disability may request a reasonable accommodation by contacting MetroPlan via email at planning@metroplanflg.org. The MetroPlan complies with [Title VI of the Civil Rights Act](#) of 1964 to involve and assist underrepresented and underserved populations (age, gender, color, income status, race, national origin, and LEP – Limited English Proficiency.) Requests should be made as early as possible to allow time to arrange the accommodation.

PURSUANT TO A.R.S. §38-431.02, as amended, NOTICE IS HEREBY GIVEN to the general public that the following Notice of Possible Quorum is given because there may be a quorum of MetroPlan's Technical Advisory Committee present; however, no formal discussion/action will be taken by members in their role as MetroPlan Technical Advisory Committee.

Public Questions and Comments must be emailed to planning@metroplanflg.org prior to the meeting or presented during the public call for comment.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the MetroPlan Executive Board and to the general public that, at this regular meeting, the MetroPlan Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the MetroPlan Executive Board's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

EXECUTIVE BOARD MEMBERS

- Jeronimo Vasquez, Coconino County Board of Supervisors, Chair
- Miranda Sweet, Flagstaff City Council, Vice-Chair
- Judy Begay, Coconino County Board of Supervisors
- Austin Aslan, Vice Mayor of Flagstaff
- Tony Williams, Mountain Line Board of Directors
- Jim McCarthy, Flagstaff City Council
- Jamescita Peshlakaj, Arizona State Transportation Board Member
- Patrice Horstman, Coconino County Board of Supervisors (*alternate*)
- Becky Dagget, Mayor of Flagstaff (*alternate*)

METROPLAN STAFF

- Kate Morley, Executive Director
- David Wessel, Planning Manager
- Mandia Gonzales, Transportation Planner
- Sandra Tavel, Transportation Planner
- Kim Austin, Transportation Planner
- Corey Cooper, Safe Routes to School Coordinator
- Karen Moeller, Administrative Assistant & Clerk of the Board
- Ty Holliday, Montoya Fellow
- Aubree Flores, AmeriCorp Fellow

A. PRELIMINARY GENERAL BUSINESS

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

4. APPROVAL OF MINUTES

(Pages 6-13)

Executive Board Regular Meeting Minutes of June 6, 2024

5. CONSENT AGENDA

Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.

B. GENERAL BUSINESS

**1. FY25 RURAL TRANSPORTATION ADVOCACY COUNCIL (RTAC)
UPDATE/PROJECTS**

(Pages 14-21)

Guest: Kevin Adam with RTAC; MetroPlan Staff: Sandra Tavel

Recommendation: Staff recommends the Board consider approving Greater Arizona Funding Initiative Projects.

2. CONSIDER TRIP DIARY SURVEY AWARD

(Pages 22-70)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends the Board award the Trip Diary Survey contract to WestGroup Research in the amount of \$59,740.

3. CONSIDER SAFE PEOPLE CAMPAIGN CONTRACT WITH MOUNTAIN MOJO GROUP (Pages 71-115)

MetroPlan Staff: Kim Austin

Recommendation: Staff recommends the Board approve a contract with Mountain Mojo Group for the Safer People Campaign.

4. CONSIDER TRANSPORTATION ALTERNATIVES (TA) INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF FLAGSTAFF (Pages 116-125)

MetroPlan Staff: Corey Cooper

Recommendation: Staff recommends the Board approve the Transportation Alternatives (TA) Intergovernmental Agreement (IGA) with City of Flagstaff.

5. CONSIDER RESOLUTION 2025-01 STATE MATCH FOR RURAL TRANSPORTATION (SMART) APPLICATION (Pages 126-129)

MetroPlan Staff: Sandra Tavel

Recommendation: Staff recommends the Board approve Resolution 2025-01 State Match for Rural Transportation (SMART) Application.

6. CONSIDER ADOPTING THE CALENDAR YEAR 2025 (CY 2025) EXECUTIVE BOARD MEETING CALENDAR (Pages 130-132)

MetroPlan Staff: Karen Moeller

Recommendation: Staff recommends the Board adopt the Calendar Year 2025 (CY 2025) Executive Board Meeting calendar as presented.

7. FY2024 YEAR END FINANCIAL REPORT (Pages 133-135)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information and discussion only.

8. UPDATE ON KEY PERFORMANCE INDICATORS (KPIs) (Pages 136-149)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information and discussion only.

9. WEST ROUTE 66 OPERATIONAL ASSESSMENT UPDATE

(Pages 150-152)

MetroPlan Staff: Mandia Gonzales

Recommendation: None. This item is for information and discussion only.

10. METROPLAN HAPPENINGS

(Pages 153-155)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information and discussion only.

C. CLOSING BUSINESS

1. ITEMS FROM THE BOARD

Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.

2. NEXT SCHEDULED EXECUTIVE BOARD MEETING

October 3, 2024

3. ADJOURN

The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Mountain Line Front Office on August 30, 2024 at 12:00 pm.

Karen Moeller, Clerk of the Board and Admin. Assistant

Dated this 30th day of August, 2024.



METROPLAN

GREATER † FLAGSTAFF

MINUTES

Executive Board Meeting

1:00 – 3:00 PM

June 6, 2024

Teams Virtual Meeting

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Passcode: wRauVK

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EXECUTIVE BOARD MEMBERS

- Jeronimo Vasquez, Coconino County Board of Supervisors, Chair
- Miranda Sweet, Flagstaff City Council, Vice-Chair
- Judy Begay, Coconino County Board of Supervisors *excused*
- Austin Aslan, Vice Mayor of Flagstaff
- Tony Williams, Mountain Line Board of Directors *excused*
- Jim McCarthy, Flagstaff City Council
- VACANT, Arizona State Transportation Board Member *Corrected to VACANT*
- Patrice Horstman, Coconino County Board of Supervisors (*alternate*)
- Becky Dagget, Mayor of Flagstaff (*alternate*)

METROPLAN STAFF

- Kate Morley, Executive Director
- David Wessel, Planning Manager
- Mandia Gonzales, Transportation Planner
- Sandra Tavel, Transportation Planner
- Kim Austin, Transportation Planner
- Karen Moeller, Administrative Assistant & Clerk of the Board
- Ty Holliday, Montoya Fellow *excused*
- Aubree Flores, AmeriCorp Fellow *excused*

A. PRELIMINARY GENERAL BUSINESS

1. CALL TO ORDER

Meeting was called to order by Chair Vasquez at 1:03 p.m.

2. ROLL CALL

3. PUBLIC COMMENT

At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

Before public comment was opened Former Arizona State Transportation Board Member Thompson was honored by the members of the Executive Board and Staff.

There was no public comment.

4. APPROVAL OF MINUTES

(Pages X-X)

Executive Board Regular Meeting Minutes of May 2, 2024

A motion was made by Vice-Chair Sweet to approve the Regular Meeting Minutes of May 2, 2024. The motion was seconded by Member McCarthy. The motion passed unanimously.

CONSENT AGENDA

Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.

There was no Consent Agenda.

B. GENERAL BUSINESS

1. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTIVE DIRECTOR'S REVIEW AND ANNUAL GOALS

(Pages X-X)

Staff: Jeronimo Vasquez-Executive Board Chair, Codi Weaver-HR Manager Mountain Line, Kate Morley-Executive Director

Recommendation: Staff recommends the Board conduct and approve the Executive Director's Review and Annual Goals as per the existing contract requirements.

Executive Director Morley presented the accomplishments of the Goals established and approved last year.

Human Resource Manager Mountain Line Codi Weaver presented the results of Kate

Morley's 360 assessment survey results.

Member McCarthy echoed that Executive Director Morley and the team had done a great job.

Chair Vasquez said a great team and a culture of success exists because of Executive Director Morley's efforts.

Vice-Chair Sweet said she loves how MetroPlan has grown in the community. Members of the community are asking about MetroPlan. She said a couple of staff members would like more teeth in the plans and how the plans are made implementable.

Member Aslan said MetroPlan is in good hands with Kate Morley in the leadership position.

Executive Director Morley presented the summary of the New Goals and how they relate to the Strategic Plan.

Member McCarthy stated his meeting with City staff brought up the point that it needs to be very clear who is responsible for each process

Chair Vasquez said the goals are appropriate.

The motion was made to accept the new goals as drafted in the packet was made by Member McCarthy. The motion was seconded by Vice-Chair Sweet. The motion passed unanimously.

The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice or (A)(4) for contract negotiations.

2. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTIVE DIRECTOR No Staff Report CONTRACT AMENDMENT

Staff: Jeronimo Vasquez-Executive Board Chair, Brandon Kavanagh-Legal Counsel

Recommendation: No recommendation is being made. The Board may choose to approve or not approve the Amendment.

Legal Counsel Brandon Kavanagh presented the one-page Amendment to the Executive Director contract. The amendment included the delay from the original date of the review and the compensation amendment to the Contract.

The motion to approve the amendment to the Executive Director Contract was made by Vice-Chair Sweet. The motion was seconded by Member McCarthy. The motion passed unanimously.

The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice or (A)(4) for contract negotiations.

3. CONSIDER ADOPTION OF THE FY2025 BUDGET

(Pages X-X)

Staff: Kate Morley

Recommendation: Staff recommends the Board adopt the FY2025 Budget

Executive Director Morley presented the FY2025 Budget, which was unchanged from the Presentation of the FY2025 Budget at the May 2, 2024 Executive Board Meeting.

The motion was made to adopt the FY2025 Budget by Member McCarthy. The motion was seconded by Vice-Chair Sweet. The motion passed unanimously.

4. CONSIDER ADOPTION OF FY2025-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

(Pages X-X)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends the Board adopt the FY2025-2029 Transportation Improvement Program (TIP)

Planning Manager Wessel presented the FY2025-2029 Transportation Improvement Program.

Chair Vasquez asked if the bridge with pedestrian access over I-40 at Woody Mountain Road was on the list of projects. Planning Manager Wessel said this bridge with pedestrian access was not on the list. Chair Vasquez stated that the expansion of housing and traffic in the area would make this an area which should be looked at for improvements. Planning Manager Wessel stated the process to have new projects introduced is called the Planning to Programming process and he has made a note to introduce these concerns at the next cycle.

Member Aslan said he has been bringing up these concerns stated by Chair Vasquez since 2018. He hoped that we would learn from the mistakes and address them in the future.

Member McCarthy asked if the Forest Crossing at 180 was been pulled for now. Executive Director Morley said this is being studied under Mountain Line's First-Last Mile Grant and there is receptivity to some sort of pedestrian signal at this location. This project is at 60% design now;

The motion was made to adopt the FY2025-2029 Transportation Improvement Program by Vice-Chair Sweet. The motion was seconded by Member McCarthy. The motion passed unanimously.

5. CONSIDER ADOPTION OF THE FY2024 AND FY2025 UNIFIED PLANNING WORK PROGRAM (UPWP)

(Pages X-X)

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends the Board adopt the FY2024 and FY2025 Unified Planning Work Program

Executive Director Morley presented the reasoning behind the UPWP and what MetroPlan does for this document. She shared the updates that were needed for the UPWP as well as the budget narrative and FY2025 budget draft.

An administrative amendment was added to the UPWP to permit MetroPlan administratively to add Work elements or grants already approved, change fund sources and correct grant revenue estimates to reflect better information if a decrease of revenues is less than \$5,000. The motion to adopt the FY2024 and FY2025 Unified Planning Work Program.

The motion was made to adopt the FY2024 and FY2025 Unified Planning Work Program with Included amendments was made by Member McCarthy. The motion was seconded by Vice-Chair Sweet. The motion passed unanimously.

6. CONSIDER ADOPTION OF STRATEGIC GRANTS PROCESS (Pages X-X)

MetroPlan Staff: Sandra Tavel

Recommendation: Staff recommends the Board adopt the Strategic Grants Plan for FY2025-2027.

Transportation Planner Tavel presented the Strategic Grants Process.

Vice-Chair Sweet thanked MetroPlan for the work on this process

The motion was made to adopt the Strategic Grants Plan for FY2025-2027 by Vice-Chair Sweet . The motion was seconded by Member McCarthy. The motion passed unanimously.

7. CONSIDER ADOT PERFORMANCE MEASURES AND TARGETS (Pages X-X)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends the Board adopt a policy authorizing MetroPlan Staff to accept on the Board's behalf all federally mandated performance targets adopted by ADOT, except for Transit.

Planning Manager Wessel presented ADOT's Performance Measures and Targets.

Member McCarthy said City of Flagstaff staff is supportive of adopting the ADOT State's goals.

The motion was made to adopt a policy authorizing MetroPlan Staff to accept on the Board's behalf all federal mandated performance targets adopted by ADOT, except for Transit by Member McCarthy. The motion was seconded by Vice-Chair Sweet. The motion passed unanimously.

8. TDM UPDATE (Pages X-X)

MetroPlan Staff: Kim Austin

Recommendation: None. This item is for information and discussion only.

Transportation Planner Austin presented the TDM Update, including the completed Cheshire Slow Streets Project.

9. UPDATE ON KEY PERFORMANCE INDICATORS (KPIs) (Pages X-X)

MetroPlan Staff: All Staff

Recommendation: None. This item is for information and discussion only.

Transportation Planner Tavel presented 1. Maximized Funding for Transportation Project and Programs Key Performance Indicator.

Planning Manager Wessel presented 2. Deliver Plans that Meet Partner and Community Needs Key Performance Indicator.

Transportation Planner Gonzales presented 3. Build MetroPlans Visibility in the Community Key Performance Indicator.

Transportation Planner Austin present 4. Implement Programs that Encourage Mode Shift Key Performance Indicator.

10. DISCUSSION ON ADOT LIGHTING STANDARDS (Pages X-X)

MetroPlan Staff: David Wessel

Recommendation: None. This item is for information and discussion only.

Planning Manager Wessel presented the ADOT Lighting Standards and previous Dark Skies Lighting information.

Member McCarthy asked if Planning Manager Wessel is suggesting the wavelength rather than intensity of light is being addressed. Planning Manager Wessel confirmed this fact.

Member Aslan is fully supportive of moving forward with the most stringent policy of lighting be used.

Chris Luginbuhl spoke on behalf of the Dark Skies Coalition. He shared the standards that begin in 1989 with strict spectrum standards adoption, including the support that arose from Northern Arizona University, Coconino and City of Flagstaff. He also shared the information about advances in lighting and implementation since that time.

Chair Vasquez as well as Member Aslan reiterated pointed out that City of Flagstaff is way ahead in the lighting standards yet we

must keep working on the lighting standards. Member Asland further continued saying Flagstaff is leading by example and there are conversations by larger communities including some communities in the Metro Phoenix area. Additionally, he said the Lowell Discovery Center is opening later this year and the investment in this Center needs to be supported.

Member McCarthy asked if anyone has ever looked at automobile headlights and if these headlights could become a problem. Chris Luginbuhl said there was a study a few years back that proved that car lights are significant contributor to excess lights. Member McCarthy asked if the color of headlights could be changed. Chris Luginbuhl said he had not investigated this problem.

Executive Director Morley said there is some investigation at the federal level looking at the LED car lighting from a Safe Streets point of view.

Fred Ruba from the Naval Observatory represented the observatory and astronomy in Flagstaff. He said that many are aware of the Platinum Code Regulations in the City of Flagstaff for general lighting. What preceded the adoption of City of Flagstaff lighting standards was an engineering study on the standards of lighting. This was a very involved effort. There has been discussion with ADOT for the past couple of years to find a lighting solution that is agreeable to every entity.

Amy Oliver said they are very supportive and look forward to what MetroPlan will do in the future.

Member McCarthy asked if the next step was to draft a resolution.

Planning Manager Wessel said there is a way to present to ADOT through a forum for policy changes and discussions. There is more discussion which would be appropriate as we move forward.

Chair Vasquez authorized MetroPlan to pursue policy changes.

11. METROPLAN HAPPENINGS

(Pages X-X)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information and discussion only.

Executive Director Morley presented the current happenings for MetroPlan.

C. CLOSING BUSINESS

1. ITEMS FROM THE BOARD

Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.

Effective July 1, 2024 Andy Bertelsen will be the new County Manager and Steve Peru will move to a consultant for 18 months. Judy Begay is the new Chair of County Supervisors. Patrice Horstman is the Vice-Chair.

2. NEXT SCHEDULED EXECUTIVE BOARD MEETING

September 5, 2024

3. ADJOURN

The meeting was adjourned at 3:05 by Chair Vasquez.

The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Mountain Line Front Office on May 31, 2024 at 12:00 pm.

Karen Moeller, Clerk of the Board/Admin. Assistant

Dated this 31st day of May, 2024.



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: August 13, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Guest: Kevin Adam, RTAC Staff: Sandra Tavel, Transportation Planner

SUBJECT: FY25 Rural Transportation Advocacy Council (RTAC) Projects

1. RECOMMENDATION:

Staff recommends the Board consider approving Greater Arizona Funding Initiative Projects.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 1: Maximize Funding for Transportation Projects and Programs.

Objective 1.3: Coordinate partners' legislative priorities related to transportation.

3. BACKGROUND:

The Rural Transportation Advocacy Council (RTAC) represents 11 small Councils of Government (COGs) and Metropolitan Planning Organizations (MPOs) around the State. The mission of RTAC is “to protect and promote rural and small metropolitan transportation interests, as well as creating a stronger and more effective rural transportation advocacy network in Arizona.” Chair Jeronimo Vasquez serves on the RTAC Board and Vice Chair Sweet is the Alternate. Kevin Adam with RTAC will provide an update at this meeting.

At their February and May 2024 meetings, the RTAC Board supported the recommendation to develop a list of priority projects totaling \$480 million to pursue in the next legislative session. Specifically, RTAC is pursuing funding through the Governor and State Legislature as a special budget appropriation. This is not funding that would be apportioned through ADOT, and the funding would go directly to the local agencies for local projects. The \$480 million proposal is allocated to each Council of Government (COG) or Metropolitan Planning Organization (MPO) region by population, providing the MetroPlan region with \$26,921,716 in funds to request; the RTAC board voted to increase amounts in FY24 by 20% due to inflation.



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The major benefit of this statewide approach is that it amplifies MetroPlan’s request and enlists additional champions. Our request will be packaged with the requests of 10 other COGs and MPOs. For example, rather than MetroPlan submitting a standalone \$26.9 million request and soliciting support, we will be partnering with 10 other organizations that all want to be successful. By partnering with others, we can amplify our voice and link up with additional champions. However, MetroPlan and each agency should also advocate for projects separately to increase the likelihood of inclusion in the final budget.

Projects the State finds compelling should be considered since the State would provide the funding. Items that should be considered are:

- Local match percentage and any other partnership funding,
- Timeliness/ shovel ready,
- Issues of importance to regional representatives: rural and tribal benefits, post-fire flooding.

RTAC has asked each organization to provide priority projects and make the case for funding in time for the Rural Transportation Summit in October. After conferring with partner agencies as well as our legislative Liaison, the following package is recommended:

Jurisdiction	Project	RTAC Request
City	Lone Tree Overpass Improvements	17,418,353
County	US89 and Burris Roundabout	6,500,000
Mountain Line	Bus Maintenance Facility - match	2,044,750
Mountain Line	Fixed route electric buses - match	958,613
Total RTAC request		26,921,716

All four projects can demonstrate significant non-state investment and have shovel ready components so money can be spent in a timely fashion.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not brought to the TAC, though TAC members were asked to identify their agencies’ projects.



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5. FISCAL IMPACT:

There is no cost to pursue this funding, however, support of our legislative liaison will be critical to funding being included in the final budget. MetroPlan budgeted \$21,000 in local funds for legislative services in fiscal year 2025.

6. ALTERNATIVES:

1. **(Recommended)**. Approve Greater Arizona Funding Initiative Projects The proposed projects are timely and show significant federal and local investment. Approval will allow us to meet RTAC's deadline.
2. **(Not recommended)**. Do not approve Greater Arizona Funding Initiative Projects. The Board could direct staff to modify the proposed package of projects.

7. ATTACHMENTS:

- RTAC Project Legislation Memo, May 2024
- Project Information sheets



Central Arizona Governments
 Central Yavapai Metro. Planning Org.
 Lake Havasu Metro. Planning Org.
 MetroPlan Greater Flagstaff
 Northern Arizona Council of Gov'ts.
 Sierra Vista Metro. Planning Org.
 Southeastern AZ Governments Org.
 Sun Corridor Metro. Planning Org.
 Western Arizona Council of Gov'ts.
 Yuma Metropolitan Planning Org.

May 21, 2024

RTAC PRIORITY PROJECT LEGISLATION – INFLATION ADJUSTMENT FOR 2025

Based on Construction Cost Index trends cited by ADOT, on May 20, 2024, the RTAC Board provided direction to prepare next year’s priority project legislation with a 20% funding increase. This decision reflects the reality that, in order to deliver the same proposed projects included in this year’s bill, more funding will be required to offset the impact of high inflation.

The new allocations for each region can be found in the far right column of the chart below. While the intent of the adjustment is to enable each region to still deliver the projects that were proposed for this year, each region has the discretion to make other adjustments within their new allocation. This includes deleting projects, adding new ones, or adjusting the scope of an existing project.

In order for any project revisions to be included in the materials and presentations for October’s Rural Transportation Summit, all project fact sheets in project booklet format are due to RTAC by September 16th.

REGION	HB2412 - 2024 ALLOCATIONS	20% INCREASE	ADJUSTED TOTAL
CAG	\$20,031,935	\$4,006,387	\$24,038,322
CYMPO	\$33,607,944	\$6,721,589	\$40,329,533
LHMPO	\$14,283,158	\$2,856,632	\$17,139,790
MAG (Pinal)	\$66,364,430	\$13,272,886	\$79,637,316
METROPLAN	\$22,434,763	\$4,486,953	\$26,921,716
NACOG	\$75,287,112	\$15,057,422	\$90,344,534
SVMPO	\$16,333,263	\$3,266,653	\$19,599,916
SEAGO	\$36,102,142	\$7,220,428	\$43,322,570
SCMPO	\$27,034,324	\$5,406,865	\$32,441,189
WACOG	\$40,193,609	\$8,038,722	\$48,232,331
YMPO	\$48,327,320	\$9,665,464	\$57,992,784
TOTAL	\$400,000,000	\$80,000,001	\$480,000,001



Lone Tree Overpass Phase 2

Project Overview

MetroPlan requests \$18,268,353 in support of Lone Tree Overpass Phase 2.

The Lone Tree Overpass will connect to corridor improvements currently under construction and will create a new north-south roadway connection that extends Lone Tree Road between Butler Avenue to the south and Route 66 (ADOT) to the north. The roadway will be on a grade-separated bridge that will go over the BNSF Railway main line corridor and the United States Army Corps of Engineers' future Rio de Flag Channel. This new overpass and corridor improvements will provide connectivity, traffic congestion relief on streets like Milton Road (ADOT), San Francisco Street, and Beaver Street, and improved mobility to surrounding neighborhoods. The overpass connection will also complement the community's need for multi-modal options with bicycle and pedestrian access points connecting to the Flagstaff Urban Trail System (FUTS).

Lone Tree benefits to Flagstaff and the region:

- Access to future growth areas
- Improves north/south access to Northern Arizona University (NAU) and the downtown business district
- Improves pedestrian and bicycle mobility and safety
- Provides more effective evacuation routes
- Lessens congestion on Milton Rd. (ADOT) and in the core of the City

Project roadway and bridge design is complete. BNSF Railway completion is anticipated for summer 2024. South segment construction will start fall of 2024.



Project Lead
City of Flagstaff, Arizona

Project Schedule
Construction begins in 2025

Project Cost
Total Project Cost: \$73,850,000
State Surplus Request: \$18,268,353
Local Contribution: \$55,581,647 (75%)

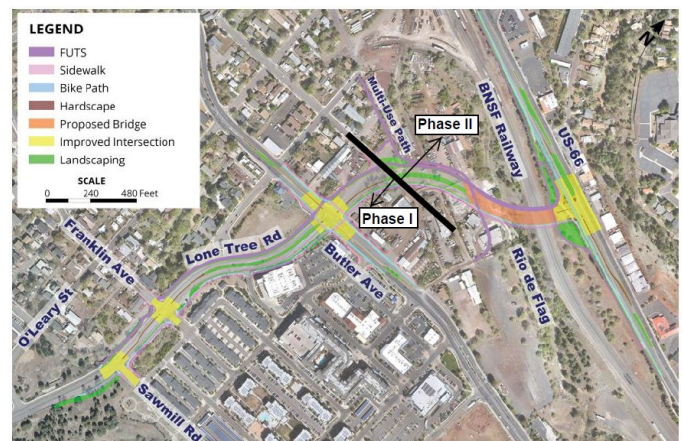
Contact Info

Paul Mood
City Engineer, City of Flagstaff
928-213-2675
paul.mood@flagstaffaz.gov



on
City of Flagstaff
Coconino County
District 6
 METROPLAN
GREATER FLAGSTAFF

Project Site



Match: Four Electric Buses



Project Overview

Funding supports contribution of match funding for four electric buses. Mountain Line is proactive about maintaining state of good repair for vehicles, exemplified by the fact that Mountain Line has never had a finding related to maintenance in an FTA Triennial Review. Recent investment in a state-of-the-art indoor bus storage facility prolongs vehicle life and allows Mountain Line to maintain exceptional on-time performance. Routine vehicle maintenance is done in-house, allowing close oversight and high standards of care. Funding this project will ensure transit continues to play a vital role in a functioning transportation system.

Project benefits:

- Improves Mountain Line's overall state of good repair and modernizes our fleet
- Ensures reliable transit service
- Reduces an unexpected mechanical failure, resulting in reduced costs and increased reliability
- Reduce the number of fixed route breakdowns, saving fleet staff time and money to rescue vehicles in the field



Project Lead

Mountain Line



Project Schedule

Est. Completion Summer 2026



Project Cost

Total Project Cost: \$4,793,063

State Surplus Request: \$958,613

Federal Contribution: \$3,834,450 (80%)



Contact Info

Jeremiah McVicker

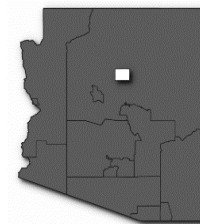
Maintenance Manager

928-679-8939

jmcvicker@mountainline.az.gov



Location



City of Flagstaff
Coconino County
AZ Legislative District 6
Flagstaff Region



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Photo



Match: Maintenance Facility Improvements



Project Overview

Funding supports contribution of match funding for the construction of a new bus maintenance facility at Mountain Line's headquarters in Flagstaff, AZ. The existing maintenance facility was built prior to Mountain Line receiving six 60 foot articulated buses in 2012. The facility is not long enough to accommodate articulated buses, causing issues during inclement weather since half of the vehicle is outdoors, and not tall enough to safely perform work on batteries.

This funding will improve the condition of the transit system by providing the necessary space and upgrades to safely perform work on articulated and electric buses, enable growth, and enhance workflow efficiencies which will modernize Mountain Line's headquarters.

Project benefits:

- Prepare Mountain Line for system and vehicle expansion to meet community transit needs
- Improve bus reliability and transit system condition by having adequate maintenance space
- Extend the life of buses and get them back on the road faster
- Improve safety and efficiencies for staff
- Maintain a state of good repair and ensure reliable services

Project Lead

Mountain Line

Project Schedule

Est. Completion Summer 2026

Project Cost

Total Project Cost: \$20,447,500

State Surplus Request: \$2,044,750

Federal & Local Contribution: \$18,402,750

Contact Info

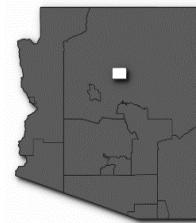
Anne Dunno

Capital Development Manager

928-679-8942

adunno@mountainline.az.gov

Location



City of Flagstaff
Coconino County
AZ Legislative District 6
Flagstaff Region



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Site Photo



US89 & Burris Roundabout

Project Overview

The Arizona Department of Transportation (ADOT) completed a Roadway Safety Audit in October of 2023 as requested by Coconino County and recommended a two-lane roundabout at the intersection of US89A and Burris Lane.

Between 2018 and 2022, 105 crashes that include 5 fatal and high severity left-turn crashes occurred in this area. Speeding was also identified as a problem. The recommended counter measure to reduce the high severity left turn crashes at the intersection and provide traffic calming within the corridor, is to install a roundabout at the intersection.

The project improves safety for the community and overall traveling public. This corridor is key for tourism to the Grand Canyon and other recreational sites that significantly contribute to the greater Arizona economy.

The project includes:

- Design | March 2028
- Construction | Spring 2030

Project Lead

Coconino County

Project Schedule

Est. Completion in 2030

Project Cost

Total Project Cost: \$6,500,000

State Surplus Request: \$5,650,000

Local Contribution: \$850,000

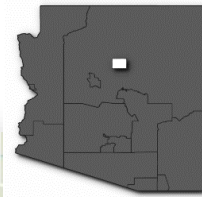
Contact Info

Christopher Tressler

Director, Public Works

928-679-8317

ctressler@coconino.az.gov



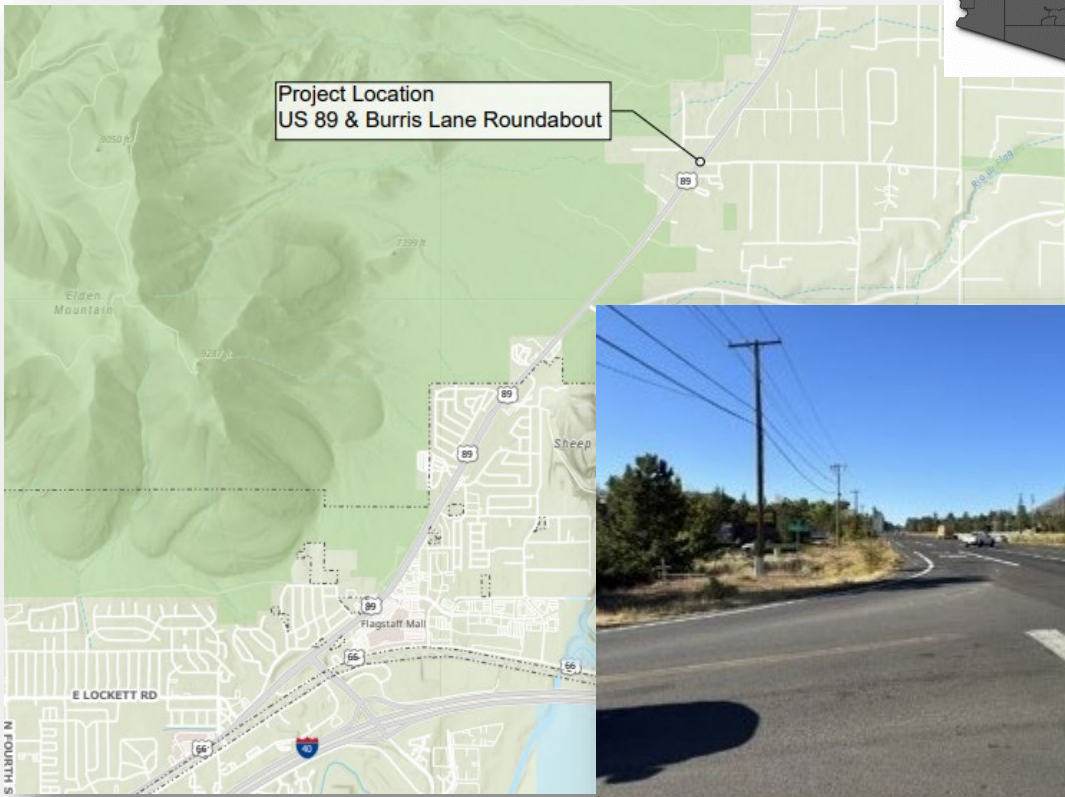
on

Doney Park



ict 6

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STAFF REPORT

REPORT DATE: August 21, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: David Wessel, Transportation Planning Manager

SUBJECT: Consider Trip Diary Survey Award

1. RECOMMENDATION:

Staff recommends the Board award the Trip Diary Survey contract to WestGroup Research in the amount of \$59,740.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2: Deliver Plans that Meet Partner and Community Needs

Objective 2.3: Fill gaps in transportation data and make data accessible.

3. BACKGROUND:

MetroPlan seeks to conduct the 2024 Trip Diary Survey, a project in the approved Unified Planning Work Program. The survey asks a random sample of residents to track all of their trips on an assigned day and answer several travel behavior-related questions. Survey results are used to calibrate the regional travel demand model, inform travel demand management activities, and gauge the public's satisfaction with the transportation system. It has been conducted in 2006, 2012, and 2018 with 2024 bring the next date in the 6-year cycle.

A request for proposals was released in late spring with postings to the website, circulation to MetroPlan's compilation of general vendors, and emailed directly to five firms known to specialize in this type of work. Two proposals were received and reviewed by a multi-agency committee of four people. The committee was unanimous in its recommendation of WestGroup Research.

Respondents were asked to submit separate fee proposals for mailings of 5,000, 4,000, and 3,000 with the idea that more mailings will garner greater response and higher statistical confidence level in the



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results. Staff recommend the Westgroup's fee of \$59,740 for 5,000 mailings. It should be noted that even at 3,000 mailings, their fee exceeded the \$50,000 policy limit for staff authorized procurement.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. Management Committee had no comments.

5. FISCAL IMPACT:

The budget estimate for this project is \$50,000. The additional \$9,750 is available through offsets to other data collection efforts and is recommended by staff for expenditure on this project.

6. ALTERNATIVES:

- 1) **Recommended.** Award the contract to WestGroup Research for \$59,750. This permits the project to stay on schedule and improves the odds of receiving a statistically significant number of survey returns.
- 2) **Not recommended.** Award the contract to WestGroup Research as a lower amount of \$57,120 for 4,000 surveys or \$54,500 for 3,000 surveys. Either dollar figure is closer to the originally budgeted amount. Based on the 2018 circulation and return levels and decline in survey participation in general lowering the level of mailings risks receiving an adequate number of returns and invalidating or devaluing the results. Staff believe adequate funding is available for better data.
- 3) **Not recommended.** Do not award the contract to WestGroup Research. This leaves no path forward to conducting the survey. The second-place firm's proposal was considered by the committee to be a boilerplate response to the request for proposal and failed to meet several key components. Additionally, the fee proposal was even higher than that submitted by WestGroup Research.

7. ATTACHMENTS:

Trip Diary Survey Proposal Review Committee summary results

Trip Diary Survey Contract Temporary Signed

[WestGroup Trip Diary Survey Contract Draft Final 2024-08-22.pdf](#)

MetroPlan 2024 Trip Diary Survey Proposal Review Committee Summary Table

Evaluator # _____ All _____

Evaluator # _____ All _____

Vendor Name: _____ West Group _____

Vendor Name: _____ ETC _____

Criteria	Max Points	Score
Experience on similar projects & availability	120	100
Understanding of the Scope of Work & Approach	120	100
Schedule of Fees per task	160	125
Overall Score	400	325

Criteria	Max Points	Score
Experience on similar projects & availability	120	97
Understanding of the Scope of Work & Approach	120	77
Schedule of Fees per task	160	70
Overall Score	400	244



CONTRACT FOR PROFESSIONAL SERVICES

TRIP DIARY SURVEY

Contract No. 2025-01

This Contract is entered into this date of August 23, 2024 by and between the Flagstaff Metropolitan Planning Organization dba MetroPlan ("MetroPlan"), and WestGroup LLC, an Arizona limited liability company d/b/a WestGroup Research_ ("Contractor"). MetroPlan and Contractor may be referred to collectively herein as the "Parties" or individually as a "Party".

WHEREAS MetroPlan desires to receive and Contractor can provide professional services; and NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

2024 Trip Diary Survey

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Compensation: In consideration of the Contractor's satisfactory performance, MetroPlan shall pay Contractor up to \$59,750 in two phases - the first phase for \$15,000 to be approved by the MetroPlan Executive Director, and the second phase for the remainder by the MetroPlan Board. This agreement may be signed regarding Phase 2 by the Chair of the MetroPlan Board subject to approval by the MetroPlan Board. Approval of Phase 1 does not guarantee funding or award of Phase 2. Any price adjustment must be approved by mutual written consent of the parties. The MetroPlan Executive Director or his/her designee may approve adjustment if the annual Contract price is less than \$50,000; otherwise MetroPlan Board approval is required.
3. Standard Terms and Conditions: MetroPlan Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated into this Contract by reference, except to the extent modified in Exhibit A.

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

METROPLAN RESPONSIBILITIES

4. MetroPlan Representative: The MetroPlan Representative is Kate Morley, Executive Director or his/her designee. All communications to MetroPlan shall be through the MetroPlan Representative. If other than the Executive Director, the MetroPlan Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Executive Director.
5. MetroPlan Cooperation: MetroPlan will cooperate with the Contractor by placing at its disposal all available information concerning MetroPlan, MetroPlan property, or the project as is reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract term is for a period of forty five (45) days for Phase 1 and an additional one hundred twenty (120) days for Phase 2, unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both Parties. Performance shall commence within ten (10) days from MetroPlan's issuance of the Notice to Proceed, and shall be completed on or before March 22, 2025, consistent with the Schedule of Services.
7. Renewal: This Contract may be renewed or extended for up to one (1) term of 30 days by mutual written consent of the Parties. The MetroPlan Executive Director or his designee shall have the authority to approve renewal on behalf of MetroPlan.

DATA AND RECORDS

8. MetroPlan Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of MetroPlan ("MetroPlan's work product"), unless otherwise agreed by the Parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to MetroPlan all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
9. Re-Use. MetroPlan may use MetroPlan's work product without further compensation to Contractor; provided, however, MetroPlan's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at MetroPlan's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of MetroPlan's work product for the benefit of Contractor or any third parties without MetroPlan's prior written consent.
10. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to MetroPlan copies all of MetroPlan's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

INSURANCE

11. Insurance: Contractor shall meet the insurance requirements of MetroPlan, set forth in Exhibit C.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To MetroPlan:

MetroPlan
Attn: Kate Morley
3773 N. Kaspar Dr.
Flagstaff, AZ 86004

kate.morley@metroplanflg.org

Phone: 928-266-1293

To Contractor:

WestGroup Research
Attn: Bethany Helmer
2875 W. Ray Rd, Suite 6-434
Chandler, AZ 85224

bethany@westgroupresearch.com

Phone: (602) 707-0050

With a copy to:

Mangum Wall Stoops & Warden, PLLC
Attn: Brandon J. Kavanagh
112 N. Elden Street
Flagstaff, AZ 86001
bkavanagh@mwsowlaw.com
Phone: 928-779-6951

With a copy to:

Not applicable

13. Authority. Each Party warrants that it has authority to enter this Contract and perform its obligations hereunder and that it has taken all actions necessary to enter into this Contract.


[SIGNATURES ON FOLLOWING PAGES]

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

CONTRACTOR: WestGroup LLC d/b/a WestGroup Research (Phase 1)

Signature:  _____
Bethany Helmer (Aug 22, 2024 13:46 PDT)

Print name: Bethany Helmer

Title: Chief Financial Officer

22/08/24
Date: _____

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION dba MetroPlan


Kate Morley
Signature: _____
Kate Morley (Aug 22, 2024 14:15 PDT)

Print name: Kate Morley

Title: Executive Director

22/08/22
Date: _____

APPROVED AS TO FORM:

Signature:  _____
Brandon Kavanaugh (Aug 22, 2024 14:36 PDT)

Mangum, Wall, Stoops & Warden, PLLC
MetroPlan legal counsel

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

CONTRACTOR - WestGroup LLC d/b/a WestGroup Research (Phase 2)

Signature: _____

Print name:

Title:

Date: _____

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION dba MetroPlan

Signature: _____

Print name: Jeronimo Vasquez

Title: Chair, MetroPlan Board

Date: _____

APPROVED AS TO FORM:

Signature: _____

Mangum, Wall, Stoops & Warden, PLLC
MetroPlan legal counsel

EXHIBIT A | SCOPE OF WORK

Project Approach and Tasks

The following scope of work is excerpted from the WestGroup Research Trip Diary Survey proposal. The full proposal and scope of work in MetroPlan's request for proposal are included in Exhibit A by reference.

WestGroup Research (WGR) will conduct an in-depth travel diary survey of travel choices and behavior with 400 Flagstaff residents to allow the Flagstaff Metropolitan Planning Organization (MetroPlan) to better understand the travel choice behavior of its residents. WGR has reviewed the previous 2018, 2012, and 2006 processes and has identified potential opportunities to reduce the time required to administer the study and help encourage prompt participation from Flagstaff residents in a time of increasing skepticism and reluctance toward survey research among the general population. Based on our prior household travel and transportation-related research, we initially recommend the following methodology:

Phase 1: \$15,000

Sample Plan. WGR will purchase an address-based sample (ABS) from Marketing Systems Group (MSG). The sample would include appended landline and enhanced wireless telephone numbers for all possible ABS. The combination of telephone numbers plus mailing addresses will allow us to maximize the response rate to the study using a "high touch" approach.

In 2018, the study obtained a 9% response rate. WGR anticipates that although response rates since 2018 have declined, our high touch, comprehensive approach will result in a response rate of 8%. We anticipate purchasing 5,000 records of Flagstaff households for use in this study. WGR would recommend oversampling areas with a higher percentage of Hispanic/Latinx households since the unweighted percentage of Hispanics in the 2018 study was low at 2% and should be an area of focus in this year's study.

As in 2018, we anticipate that students from NAU will be recruited via email and all materials will be provided electronically, unless paper or phone is requested. WGR is confident that our online, high touch approach with a sample base of 5,000 will increase the likelihood of achieving the targeted number of 400 completes and achieve a margin of error of +/- 4.9% at the 95% confidence interval.

Questionnaire Development. WGR recommends the use of an online survey to complete the household survey and trip diary rather than mailing a packet. This will conserve a great deal of budget and opens up more time for outreach and respondent follow-up, again with the objective of boosting response rates. WGR will work with MetroPlan staff to develop and refine the travel diary and survey instruments. The process will begin with a collaborative and in-depth review of the 2018 instrument and study results to determine what changes, if any, are needed. Thus, while it is our assumption that the 2018 survey instrument will serve as the template for the 2024 diary and survey, WGR will review the prior study results with MetroPlan staff to identify opportunities to add questions that may fill in gaps of knowledge or remove questions that are not offering value.

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Phase 2: \$42,750 (pending MetroPlan Board Approval)

Outreach and Study Registration. An initial invitation letter will instruct residents to visit a web address or call a phone number to register to participate in the travel study. Residents who wish to register online will enter a unique ID number from their letter to begin the “sign up” process. Residents who are more comfortable calling to register to participate will provide their unique ID number to a WGR Travel Study Coordinator (TSC).

As a part of their study registration, participants will either online or over the phone with a Travel Study Coordinator:

- Verify their address
- Select their gift-card choice (if incentive is offered)
- Answer all the household survey questions
- One adult within each household will be randomly selected to participate
- Provide their email address and phone number (to receive study materials/study communications and incentive)
- Select their communication preference for reminders (phone/text/email)
- Select their communication preference to report travel diary information (phone or email) and receive their assigned travel date

Data Collection. Registered residents will receive an email with instructions on how to participate, including a reminder of their assigned travel date. The email will include an attachment of a travel diary they can choose to print and carry with them on their travel day.

Two days before their assigned travel date, residents will receive a reminder email, text and/or phone call that will remind them to record their travel and instruct them how to fill out their online travel diary at the end of the day. The phone number to call to report travel information will also be included and participants who requested to provide the information over the phone will be instructed to call the day after their travel date to report it. Providing contact information for a WestGroup Travel Study Coordinator (email and phone) and having touchpoints with registered residents leading up to the study also serves to increase the completion rate. **We have found that human contact and encouragement, voice or text, impacts completion rates as much as incentives do.**

Incentives. WGR recommends offering a monetary incentive to increase response rates (\$10 e-gift card per respondent). However, it may be necessary to consider other incentive options or removing the incentive option depending on budget considerations.

Analyze Survey Results and Prepare Final Report. All survey results will be analyzed by tabulating and cross-tabulating the data. WGR will consult with MetroPlan staff to develop cross-tabulation banners to ensure MetroPlan receives the information it needs in the most useful format possible. WGR will digitally provide MetroPlan with a full dataset of the completed surveys and cross-tabulated data tables for every question. WGR will request the datasets from previous studies, the study results from 2024 can be presented alongside the historical data for comparison, with the potential for statistical testing between years where appropriate.

The final report will include an Executive Summary with conclusions and implications, methodology, an overview of the sampling and data collection procedures, and a detailed statistical analysis of results, appropriate charts, tables, graphs, and cross-tabulations. All reports and graphs will be provided in five

MetroPlan 2024 Trip Diary Survey Contract MPD239148-500.3

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

bound copies and an electronic PDF version as requested by MetroPlan. At the MetroPlan's request, Senior Vice President Kathryn DeBoer will be prepared to present the findings via PowerPoint or other requested format as needed.

Estimated Schedule

The schedule below assumes that both parties will respond to requests in a timely manner.

<u>Study Tasks</u>	<u>Time</u>
Contract Signed	August 2024
Instrument Development	August 19 – September 6
Invitation Letter mailed	Week of September 9
Travel diary and survey completed	September 23 - October 10
Analysis	October 14 – December 6
Submission of final report to MetroPlan	December 2024
Presentation of final report to MetroPlan	January 2024

Overall (Phase 1 and 2) Project Fee Schedule for 5,000 mailings

DESCRIPTION	NOT TO EXCEED AMOUNT
Project Design, administration, data collection, reporting	\$47,740
Out-of-pocket costs (printing, mailing, postage, travel expenses, sample purchase, and optional incentives*)	\$12,000
TOTAL COST FOR 5,000 MAILING (Estimating 400 survey completes)	\$59,740

EXHIBIT B | STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after MetroPlan has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to MetroPlan upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non- exclusive and MetroPlan reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to MetroPlan by the Contractor and relied upon by MetroPlan as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to MetroPlan shall be of the same quality and conformity.

MATERIALS

6. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. MetroPlan's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
7. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by MetroPlan. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
8. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to MetroPlan upon MetroPlan's acceptance of the materials.
9. **PACKING AND SHIPPING:** Contractor 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, MetroPlan, 3773

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

N. Kaspar Drive, Flagstaff, AZ 86004, unless otherwise specified by MetroPlan. C.O.D. shipments will not be accepted.

10. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to MetroPlan until MetroPlan receives the material at the point of delivery, and MetroPlan has completed inspection and has accepted the material, unless MetroPlan has expressly provided otherwise in the Contract.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of MetroPlan, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
13. **LIENS:** All materials and other deliverables supplied to MetroPlan shall be free of all liens other than the security interest held by Contractor until payment in full is made by MetroPlan. Upon request of MetroPlan, Contractor shall provide a formal release of all liens.
14. **CHANGES IN ORDERS:** MetroPlan 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 MetroPlan Executive Director prior to the institution of the change.

PAYMENT

15. **INVOICES:** A separate invoice shall be issued for each shipment of goods. For services, Contractor may submit an invoice on a monthly basis for services rendered and costs incurred in the previous month. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped, or work performed. MetroPlan shall remit payment within thirty (30) days of MetroPlan's receipt of the Contractor's invoice. Payment will only be made for materials received and/or services performed in accordance with this Contract.
16. **LATE INVOICES:** MetroPlan operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, MetroPlan will not honor any invoices or claims submitted after

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

July 14 for materials or services supplied in the prior fiscal year.

- 17. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: MetroPlan will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by MetroPlan as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 18. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by MetroPlan.
- 19. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when the correct invoice is received by MetroPlan; or (b) when acceptable materials and/or materials were received by MetroPlan.
- 20. AMOUNTS DUE TO METROPLAN:** Contractor must be current and remain current in all obligations due to MetroPlan during the performance. Payments to Contractor may be offset by any delinquent amounts due to MetroPlan or fees and charges owed to MetroPlan under this Contract.
- 21. OFAC:** No MetroPlan payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

- 22. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 23. CONTROL:** Contractor shall be responsible for the control of the work.
- 24. WORK SITE:** Contractor shall inspect the work site and notify MetroPlan in writing of any deficiencies or needs prior to commencing work.
- 25. SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of MetroPlan or adjacent property in performance of the work and safeguard the worksite.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

26. **QUALITY:** All work shall be performed in accordance that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under similar circumstances to that of Contractor under this Contract
27. **ACCEPTANCE:** If work is rejected by MetroPlan due to noncompliance with the Contract, MetroPlan, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
28. **WARRANTY:** We request the header of this Section 29 be changed from "Warranty" to "Defective Work" and the following changes be made to Section 29: receipt of written notice from MetroPlan, Contractor at its own expense shall promptly correct defective work or work failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from MetroPlan, MetroPlan may perform the work and Contractor shall be liable for the costs.

INSPECTION, RECORDS, ADMINISTRATION

29. **RECORDS:** MetroPlan shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
30. **RIGHT TO INSPECT BUSINESS:** MetroPlan shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
31. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", MetroPlan will endeavor to notify Contractor prior to the release of such information.

INDEMNIFICATION

32. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless MetroPlan, its boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees, or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of MetroPlan, its officers, agents or employees. This indemnification provision shall survive termination or expiration of

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

the Contract. This indemnification clause shall not apply if a different indemnification clause is included in MetroPlan's Specific Terms and Conditions.

CONTRACT CHANGES

33. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
34. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
35. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
36. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
37. **NO WAIVER:** Each party has the right to insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
38. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of MetroPlan, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to MetroPlan. The Executive Director shall have the authority to consent to an assignment on behalf of MetroPlan.
39. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

40. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with MetroPlan's advance written consent. MetroPlan reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractors are responsible for Contract performance whether or not subcontractors are used.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- 41. APPLICABLE TERMS AND CONDITIONS:** Pursuant to 2 CFR 200.326, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded. The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.

DEFAULT AND TERMINATION

- 42. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition to Contract remedies provided for herein.
- 43. METROPLAN REMEDIES:** In the event of a Contractor's default, MetroPlan may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to MetroPlan to pay for the costs of such substitute service. MetroPlan may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 44. CONTRACTOR REMEDIES:** In the event of MetroPlan's default, Contractor may pursue all remedies available at law, except as provided for herein. Notwithstanding anything contained herein, any claim against MetroPlan must satisfy requirements for claims against a public entity.
- 45. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 46. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** MetroPlan may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 47. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by MetroPlan for convenience upon thirty (30) day's written notice, without further penalty or liability to Contractor. If this Contract is terminated, MetroPlan shall be liable only for

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

payment for satisfactory materials and/or services received and accepted by MetroPlan before the effective date of termination.

- 48. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide MetroPlan with a written notice thereof. MetroPlan may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 49. PAYMENT UPON TERMINATION:** Upon termination of this Contract, MetroPlan will pay Contractor for satisfactory performance up until the effective date of termination. MetroPlan shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 50. CANCELLATION FOR GRATUITIES:** MetroPlan may cancel this Contract at any time, without penalty or further liability to Contractor, if MetroPlan determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 51. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** MetroPlan may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor, pursuant to the terms of the statute.

MISCELLANEOUS

- 52. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with MetroPlan, without the prior written consent of MetroPlan. However, notwithstanding the foregoing, Contractor is authorized to reference MetroPlan and the scope of work performed by Contractor for MetroPlan in its future marketing and promotion, including, but not limited to, proposals without MetroPlan's prior consent."
- 53. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.
- 54. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.

55. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona
56. **KEY PERSONEL DESIGNATION:** Contractor's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for the completion of the services. The MetroPlan Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

Other Terms and Conditions

57. This solicitation does not commit METROPLAN to award an Agreement or to pay for costs associated with the preparation of the RFP or pre-agreement expenses.
58. METROPLAN reserves the right to make an award considered to be in the best interest of the region.
59. METROPLAN reserves the right to accept or reject any or all RFP responses received, to cancel all of part of the RFP, or to negotiate with all qualified firms.
60. METROPLAN may, at its discretion, require additional terms and conditions at the time the final Agreement is negotiated. The additional terms and conditions would be for clarification of language or correcting errors in the RFP including, for example omissions or misstatements that are discovered.
61. No prior, current, or post-award verbal agreement(s) with any officer or employee of METROPLAN shall affect, modify, or supersede any terms or modifications of this RFP.
62. The Firm chosen may be required to submit revisions of their responses because of negotiations.
63. The selected Firm will be required to furnish evidence of insurance coverage to include, but not limited to Professional Liability, Workers Compensation, and automobile. Set limits will be provided at contract negotiations.
64. The selected consultant and sub-consultants shall possess any necessary Arizona licenses and permits necessary to operate in the State and shall provide evidence of such to METROPLAN.
65. Any changes to the response requirements will be made by written addendum.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

METROPLAN reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding responses that does not materially affect or alter the intent and purpose of the RFP, that is not in violation of Arizona or Federal Government rules, laws and regulations.

- 66.** All materials and data used for this study are the property of METROPLAN.
- 67.** The selected CONTRACTOR shall not release any material, report, or other document related to this project without the written approval of METROPLAN. The CONTRACTOR shall not present information related to this project without the written approval of METROPLAN.
- 68.** METROPLAN reserves the right to engage in a contract extension with the selected consultant should additional funding becomes available.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

EXHIBIT C | INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees, or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor’s obligations under this Contract have been met, including any warranty periods. The Contractor’s failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. MetroPlan does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

- a. Commercial General Liability - Occurrence Form

- General Aggregate \$2,000,000 Products/Completed Operations \$2,000,000
 - Each Occurrence \$1,000,000

- b. Umbrella Coverage \$2,000,000

- c. Automobile Liability –
 - Any Automobile or Owned, Hired and Non-owned Vehicles
 - Combined Single Limit Per Accident for Bodily Injury & Property Damage \$1,000,000

- d. Workers’ Compensation and Employer’s Liability

- Workers’ Compensation Statutory Employer’s Liability:
 - Each Accident \$1,000,000
 - Disease - Each Employee \$1,000,000
 - Disease - Policy Limit \$1,000,000

- e. Professional Liability \$2,000,000

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by MetroPlan. If not approved, MetroPlan may require that the insurer reduce or eliminate such self-insured retentions with respect to MetroPlan, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. MetroPlan at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, MetroPlan, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to MetroPlan, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by MetroPlan, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against MetroPlan, its officers, officials, agents and employees for losses arising from work performed by Contractor for MetroPlan.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to MetroPlan. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Attention: Executive Director
Contract No. 2025-01
MetroPlan
3773 Kaspar Dr
Flagstaff, Arizona 86004

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. MetroPlan does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish MetroPlan with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. MetroPlan project/contract number and project description shall be noted on the certificates of insurance. MetroPlan must receive and approve all certificates of insurance and endorsements before the Contractor commences work.
9. Policies. MetroPlan reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. MetroPlan shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. MetroPlan’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, MetroPlan’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of MetroPlan’s legal counsel in consultation with the Executive Director, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Federal Funding Source: Federal Highway Administration (FHWA) through Arizona Department of Transportation (ADOT), Surface Transportation Block Grant (STBG) grants, Assistance Listing Number 20.205

Project Name: MetroPlan 2024 Trip Diary Survey

Project Number: MPD239148-500.3

EXHIBIT D | FEDERAL AND STATE COMPLIANCE

“Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.”

- 1. Monitoring Activities:** Pursuant to 2 CFR 200.329, the project/work in this solicitation/contract is funded with federal funds through the Arizona Department of Transportation, Multimodal Planning Division (ADOT). In accordance with 2 CFR 200.329, ADOT shall monitor all activities performed by its staff or by sub-recipients of U.S. Department of Transportation funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. The Contractor and its sub-contractors shall fully cooperate with such monitoring as requested.
- 2. Governing Law:** This Contract is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in the funding Agreement between the State of Arizona and are incorporated by reference as a part of this Contract.
- 3. Compliance with Funding Agency Requirements:** Pursuant to 2 CFR 200.337 and 2 CFR 200.339, upon request, the Contractor shall provide information or reports to assist in adherence to relevant requirements from the agreements between ADOT, its sub-recipient, and the agencies of the US Department of Transportation. If ADOT, or the federal funding agency finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved scope, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, or the federal funding agency may use the enforcement actions contained in 2 CFR

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

200.208 and then in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law.

- 4. Certification of Eligibility of Costs:** Pursuant to 2 CFR 200.402 - .414, 2 CFR 200.420 - .475, and 2 CFR 200.415, the Contractor shall assure that the costs invoiced are consistent and eligible for federally funded projects.

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment must include a certification, signed by an official who is authorized to legally bind the Contractor which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

- 5. Record Retention:** Pursuant to A.R.S. 35-214 and the State of Arizona Accounting Manual, sections 0045 and 7035, CONTRACTORS and SUBCONTRACTORS shall retain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.
- 6. Applicable Terms and Conditions:** Pursuant to 2 CFR 200.327, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of 2 CFR 200 Appendix II, and additionally, those of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded.
- The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.
- 7. Administrative, contractual, or legal remedies for violation or breach of contract terms:** Pursuant to 2 CFR 200, Subpart F, Appendix II; 41 USC 1908, for contracts in excess of the simplified acquisition threshold in 41 USC 134 (currently \$250,000), failure by the Contractor to carry out the requirements of the Contract, especially in compliance with the Federal terms and conditions and programmatic requirements, represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

· Withholding payments;

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Issuer may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

- 8. Termination for cause or convenience:** Pursuant to 2 CFR 200, Subpart F, Appendix II, the issuer of this Contract reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the issuer without penalty or recourse. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination, and minimize all further costs to the issuer of this Contract. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor and its sub-contractors under this Contract shall become the property of and be delivered to the issuer of this Contract upon request. The Contractor and its subcontractors shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials/deliverables accepted before the effective date of the termination. The Contractor and its subcontractors shall continue to perform in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

The issuer of this Contract shall reimburse the Contractor for those eligible expenses incurred during the Contract period which are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to the issuer. The Contractor shall reimburse its sub-contractor in a similar fashion. The Contractor and its sub-contractors shall not incur new obligations for the terminated portion after the effective date of the termination.

In addition to the rights reserved in the Contract, the issuer may terminate the Contract in whole or in part due to the failure of the Contractor or its sub-contractors to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the Contract.

This Contract may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of all Parties or unilaterally by either Party without cause.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- 9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Pursuant to 2 CFR 200, Supart F, Appendix II, for contracts in excess of \$150,000, the Contractor herein agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the contracting agency and to ADOT, who will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10. Debarment and Suspension / Excluded Parties List:** Pursuant to 2 CFR 200, Subpart F, Appendix II and 23 CFR 121 (J), the Contractor shall not be listed on the excluded parties list, and the Contractor shall not award a Sub-contract to any parties listed on the governmentwide exclusions list in the System for Award Management (SAM).
- 11. Anti-Lobbying Certification:** Pursuant to 2 CFR 200, Subpart F, Appendix II (I), for any contract exceeding \$100,000, the Contractor and its subcontractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12. Procurement of recovered materials:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (J) and 2 CFR 200.323, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 13. Telecommunications and Video Surveillance Services or Equipment:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (K) and 2 CFR 200.216 the Contractor shall not procure or obtain, or extend or renew a contract to procure or obtain, or procure or obtain equipment, services, or systems that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

technocology as part of any system, telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in Public Law 115-232, section 889.

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

14. Domestic Preference: Pursuant to 2 CFR Part 200, Supart F, Appendix II (L) and 2 CFR 200.32, as appropriate and to the extent consistent with law, the Contractor and its sub-contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

15. Patents: Patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14. The Contractor shall at a minimum cite the applicability of the Standard Patent Rights of 37 CFR 401.14 except for 401.14(g) or may include all the clauses, suitably modified to identify the parties, in all sub-contracts, regardless of tier. The clauses may be retrieved in their entirety from <https://www.ecfr.gov/current/title-37/chapter-IV/part-401/section-401.14>, or as the link may be updated from time to time and shall be adjusted only to the extent to identify the parties.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Contract's performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- 16. Rights to Inventions Made by Nonprofits and Small Business Firms:** Pursuant to 2 CFR 200 Appendix II (F) Rights to Inventions Made Under a Contract or Agreement. The funding provided for this Contract meets the definition of “funding agreement” under 37 CFR §401.2 (a) the Issuer of this Contract must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17. Conflict of Interest:** Pursuant to 2 CFR 200.112 and 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the federal funding agency, the contracting agency, or the Arizona Department of Transportation.
- 18. Employment of Federal Personnel:** Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the contracting agency, the Arizona Department of Transportation or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 19. Equipment Use, Management, and Disposal:** Pursuant to 2 CFR 1201.313 the Contractor shall follow State of Arizona rules with respect to the use, management and disposal of equipment acquired under this contract.
- 20. Retainage:** Contractors are herein notified they are prohibited from holding retainage from Sub-Contractors, nor are Contractors subject to retainage withholding by the Contracting Agency for this Project pursuant to 49 CFR 26.29.b(1).
- 21. Travel:** All travel for the Contractor must comply with the State of Arizona (State) policies for Travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>. In the event the MPO chooses to reimburse Contractors/Consultants at rates higher than those authorized in the State travel policies, when submitting travel reimbursement requests, each receipt must indicate the amount that exceeds the State rate. The Contractor shall also comply with the

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to Contractors/Consultants must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

22. Tribal Consultation: In the event that this project is located within tribal land or includes tribal involvement as a stakeholder, the Contracting Agency and the Contractor must exercise tribal consultation and coordination protocol when providing related services. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of State Agencies:

<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm>.

23. Report Disclaimer: Pursuant to 23 CFR 420.117(e), all reports and other project-related documents shall contain the following disclaimer statement:

"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".

24. Safe Operation of Motor Vehicles: The contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
- (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving.

The Contractor agrees to comply with:

- (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Contractor agrees to adopt and enforce workplace safety policies to

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Contractor agrees to include the preceding section in its third party agreements and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

25. Disadvantaged Business Enterprise: The contracting Agency is receiving US DOT-assisted transportation funds for this Contract through the Arizona Department of Transportation and has adopted and implemented ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

Non-Discrimination

The contracting Agency, its Contractors and Subcontractors will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the contracting Agency, its Contractors and Subcontractors shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The Contractor will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age,

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

or disability.

The Contractor shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the Contractor agrees to perform the following minimum DBE Program Compliance Required Activities and include the following assurance with each contract with a contractor or consultant and each subcontract a prime signs with a subcontractor:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting Agency, with ADOT's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

26. Subcontract Payment Reporting in the DBE System: The Arizona Department of Transportation (ADOT) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to funding agencies of the USDOT on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).

The Contractor shall respond to payment audits reported each month electronically through ADOT's web-based payment tracking system (<https://arizonalpa.dbesystem.com>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the Contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

subcontractor payments in the same manner.

If, by the DBE system audit deadline, the Contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the contracting Agency will work with ADOT MPD Contracts Group Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.

The Contractor shall include these provisions in all of its subcontracts and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

27. Title VI/Non-Discrimination Assurances: The CONTRACTOR HEREBY ACKNOWLEDGES that the Issuer, as a condition to receiving any Federal financial assistance through the Arizona Department of Transportation and provided by the U.S. Department of Transportation, must GIVE ASSURANCE THAT it shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The Contractor shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Contract is subject to the provisions of Title VI of the Civil Rights Act and the Contractor is herein notified of such. Additionally, the Contractor shall include the following information in each of its sub-contracts associated with the project.

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

for an award."

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration ,may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Federal Appendices B, C, and D pertain to real property and are not applicable to this contract.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq)

28. Non-Discrimination: Pursuant to 49 CFR Part 26, The Contractor and its sub-contractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

29. Excluded Parties: The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus agreements for contractors/consultants and their sub-contractors/consultants are subject to this requirement. The Contractor and its Sub-contractors are prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The Contractor agrees to comply, and assures the compliance of each third-party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The Contractor agrees to and assures that its third party contractors will review the Excluded Parties Listing System and assure that its sub-contractors establish and maintain entity registration on the System for Award Management before entering into any contracts.

31. Conflict of Interest: The Contractor and their sub-contractors shall not enter into any contract, subcontract, or arrangement in connection with the project, in which a member, officer, or employee, during tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the Issuer of the Contract, who must further report this to its funding agency, and may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract, or arrangement. The Contractor must disclose any such interest to the Issuer within five business days of receipt of disclosure.

The contractor shall insert in all contracts entered into in connection with the project, and shall require its contractors to insert in each of their subcontracts, the following provision:

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

“No member, officer, or employee of the firm either during tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

Pursuant to 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the Issuer; this requirement is passed to the Contractor's sub-contractors. The issuer shall inform the funding agency who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

- 32. Indemnification:** The Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 contractor 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- 33. Copyright:** Pursuant to 23 CFR 420.121 (b), the State and their subrecipients may copyright any books, publications, or other copyrightable materials developed during a U.S. DOT funded project. The U.S. DOT funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
- 34. Energy Conservation:** The Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 35. Drug Free Workplace:** The Contractor agrees to comply with the laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3) when and where relevant.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

36. FTA Funding; Certifications and Assurances: In the event there is FTA funding for work under this Contract, on an annual basis, the Contractor must agree to comply with all categories of the FTA Certifications and Assurances applicable to the Contract. The FTA Certifications and Assurances will be provided to the Contractor under separate packet as they are released by FTA. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Project. The type of Project will determine which Certifications and Assurances apply.

The Contractor also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

The Contractor is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-contractor or other Third Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we require the Contractor to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-contractor and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

Completion and Signing of an FTA Certification and Assurances document is a requirement and a condition to receive FTA funding for any project and does not relieve the contractor of any obligation of other certifications or assurances required in any contracting process, and should be treated as an addition to such certifications and assurances.

FTA Certification and Assurances are incorporated herein by reference. They may be obtained at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

37. Incorporation of Federal Provisions: All contractual provisions of 2 CFR 200 et seq and those required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement between the State and FTA apply to each Project funded by the Arizona Department of Transportation using FTA funds. Any requirements of the Stewardship Agreement between the State and FHWA apply to each Project funded by the Arizona Department of Transportation using FHWA funds. This provision shall be incorporated in any sub-contractor/consultant, or lower-tier agreement for which funds from this contract shall be used for payment.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- 38. Immigration and EVerify:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its sub-contractors/consultants warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 39. Americans with Disabilities Act:** The Contractor assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 40. Fly America:** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 41. Israel Boycott Not Permitted:** State Legislation has been enacted to prohibit a public entity from contracting with a value of \$100,000 or more with a company currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, the Contractor warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 42. Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the Contractor warrants and by signing this Contract and so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of this Agreement that the Contractor is not in compliance with this certification, the Contractor shall notify the Agency within five business days after becoming aware of the noncompliance, and within 180 calendar days after notice, provide written certification that the Contractor has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

- 43. Prohibition on certain telecommunications and video surveillance services or equipment:** Pursuant to 2 CFR 200.216, the Contracting Agency and Contractors and Subcontractors are prohibited from procuring, obtaining, or renewing a contract to procure or obtain video surveillance and telecommunications equipment, equipment, services, or systems produced by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of such entities; or from companies reasonably believed by the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 44. Promoting Free Speech and Religious Liberty:** The Contractor shall ensure that all funds under awarded in this Project shall be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- 45. Mandatory Disclosures:** Pursuant to 2 CFR 200.113, The Contractor shall disclose, in a timely manner, in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the contract. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.
- 46. Contracts for construction, acquisition of goods, or rolling stock valued at more than \$150,000 - Buy America:** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in US DOT funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in USDOT-funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on USDOT-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

- 47. Construction Contracts - Equal Employment Opportunity:** Pursuant to 2 CFR 200 Appendix II (C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 48. Construction Contracts - Davis-Bacon Act:** Pursuant to 2 CFR 200 Appendix II (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

49. Work Employing Mechanics or Laborers: Pursuant to 2 CFR 200 Appendix II (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

50. Insurance: The contracting agency shall INSERT the insurance requirements from their Grant Agreement as the minimum requirements to be met by the Prime and any Subcontractors.

51. DELIVERABLES / DISCLAIMER: To meet the requirements of 23 CFR 420.117(e), the Contractor and its Sub-Contractors shall include the following disclaimer in each deliverable.

This report was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway, U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. government and the State of Arizona do not endorse products or manufacturers.

52. Geographical Information Systems (GIS) Data: GIS data used during the Study will be provided in the electronic Study close-out file via Compact Disc (CD) or thumb drive. An additional copy should also be submitted to the Local Public Agency (LPA) or Tribal Government representative as applicable.

Such data will be in the format of a geodatabase containing all spatial and related data used in the Study. The data will be in the coordinate system:

NAD_1983_StatePlane_Arizona_Central_FIPS_0202_Feet_Intl for all geospatial data submitted. The GIS Attributes Table will use the exact format and field names as

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

provided by the Arizona Department of Transportation, Multimodal Planning Division, GIS Team. Please do not alter the field names, order, or format at all so Department staff can easily consolidate all proposed projects derived from all planning studies completed. Please complete an attributes table for each state highway system proposed project recommended by the study. Each attributes table should be filled out according the Attributes Table Guidance and follow ATIS Nomenclature Standards. This information may be found at: <https://azdot.gov/planning/transportation-studies>.

53. GIS Metadata Standards: GIS metadata helps to incorporate all known characteristics of a dataset so that those that are not familiar with the data can gain from its knowledge. GIS metadata should be delivered as a XML file. The metadata should include information on, but is not limited to the following:

- Data summary
- Data description
- Data credits (if from existing data what modifications were made?)
- Data creation methods
- Purpose for creating the data
- Contact information for questions
- Updates schedule
- Data steward
- Data extent (i.e. statewide, county wide, etc)
- Data type (i.e. point, line, or polygon, raster, etc)
- Limitations of the data
- Scale range (if any)
- Include any associated domain values
- Tags (i.e. searchable words for this data)

54. Contractor Responsibility:

Any contract awarded to accomplish this project establishes a Contractor relationship, as defined by 2 CFR §200.331, with the Department, and shall not establish a Subrecipient relationship and the disbursement of Federal program funds casts the party receiving the funds in the role of a Contractor.

All terms and conditions required for Contractors / Subcontractors of federal recipients under this funding source and according to 2 CFR §200 et seq. shall apply.

55. Federally-funded Projects: Pursuant to 23 CFR 420.121, the Arizona Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of the Project. The funding Federal agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

This contract does not establish a sub-recipient relationship. Any awarded contract establishes a Contractor relationship. A Contractor shall not be entitled to any copyright for anything created for, through, or as a result of this project.

The Contractor shall not release any material, report, or other document related to this project without the written approval of contracting agency. The Contractor shall not present information related to this project without the written approval of the contracting agency.

Pursuant to 23 CFR 420.121 (i), patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14, incorporated herein by reference. The Contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the contract, obtain rights in the Contractor's subject inventions. However, the State shall be granted an immediate, irrevocable right to use, without royalty or fee, the subject invention for its purposes related to this project.

In the event a DBE goal is required, all Contractors and Sub-Contractors must be registered in the ADOT LPA DBE System. For DBE Sub-Contractor/Contractor removals from an active Project, a Termination / Substitution / Reduction Request Form (Form 108C) is required, followed by approval from the ADOT Business Engagement and Compliance Office (BECO). If a replacement DBE sub-contractor shall be added to the project and/or the same goal committed to on the approved DBE forms will be met, no additional forms are needed. If this is not the case, then the Good Faith Effort (GFE) is also required. All forms are available at <https://azdot.gov/business/procurement/federal-forms-and-provisions>.

If removal of a DBE Sub-Contractor/Contractor is requested, submit the required form for DBE removal to the ADOT Business Engagement and Compliance Office (BECO). The Contractor must copy on the form submission and make sure the response from BECO is forwarded to: the Procurement Officer, the project manager, and MPDContracts@azdot.gov.

Modifying sub-contractors will require submission of revised DBE forms and approval from BECO and Department's Procurement Office if the modifications alter the DBE commitment on the project.

56. Prompt Payment: Pursuant to 49 CFR 26.29 prime Contractors must pay Subcontractors for satisfactory performance (i.e., all the tasks called for in the subcontract for the invoicing period have been accomplished and documented as required by the Agency and any deliverables are approved by the Agency) of their contracts no later than 7 days from receipt of each payment the Agency makes to the prime Contractor. The prompt

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

payment provision applies to Subcontractors at all tiers. This applies to all Subcontractors, not just DBEs.

In the event the Prime fails to invoice according to its scheduled invoicing activities, and in any case where a Prime's invoice has been rejected through no fault of the sub-contractor's performance, the Prime shall pay each Subcontractor for satisfactory work completed in no more than 30 calendar days from receipt of invoice for that work.

In the event this project is federally funded, or if there is voluntary DBE participation in a State-funded project, the project will be entered as a contract or task order in the Arizona DBE & OJT System (DOORS for ADOT-Procured Projects, "LPA DBE System" for Subrecipient-Procured Projects). Payment audits are required. For training on completing payment audits, please see the video:
<https://www.youtube.com/watch?v=QFZJIYmN1I>.

57. Discovery or Admission into Evidence: The Contractor is herein notified of 23 USC §409. The Contractor shall include the notice in each Subcontractor agreement wherein the scope includes relative completion or submission of reports, surveys, schedules, lists, or data compilation or collection.

Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

58. Bidder's / Proposer's List Confirmation: All proposers/bidders must complete an on-line bidders/proposers list in the AZUTRACS web portal (<http://www.azutracs.com/>) and submit the corresponding Bidder's List email confirmation notice with their proposal/bid. The AZUTRACS Project Number: MPD239148-500.3 and Project Title: MetroPlan 2024 Trip Diary Survey.

No direct contact with agency staff is permitted during the solicitation period except when contact is initiated as part of the evaluation or negotiation processes. Direct contact with other agency staff shall be made only after award.

**ATTACHMENT A | LOBBYING CERTIFICATION FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS PURSUANT TO 49 CFR 20, SUBPART F,
APPENDIX A**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

<p>X  <small>Bethany Helmer (Aug 22, 2024 13:46 PDT)</small></p>	<p>CFO</p>	<p>22/08/24</p>
<p>Signature/Title</p>		<p>Date</p>

*Please indicate here if you are required to submit Standard Form LLL as required in item (2)
above: Yes No*











WestGroup Trip Diary Survey Contract Final 2024-08-22

Final Audit Report

2024-08-22

Created:	2024-08-22
By:	Karen Moeller (kmoeller@mountainline.az.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIcBpVxRVpmdCLTLFk9S08c5G8w8JjXzo

"WestGroup Trip Diary Survey Contract Final 2024-08-22" History

-  Document created by Karen Moeller (kmoeller@mountainline.az.gov)
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-  Document emailed to Bethany Helmer (bethany@westgroupresearch.com) for signature
2024-08-22 - 8:42:34 PM GMT
-  Email viewed by Bethany Helmer (bethany@westgroupresearch.com)
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-  Document e-signed by Kate Morley (kate.morley@metroplanflg.org)
Signature Date: 2024-08-22 - 9:15:43 PM GMT - Time Source: server
-  Document emailed to Brandon Kavanagh (bkavanagh@mwsowlaw.com) for signature
2024-08-22 - 9:15:44 PM GMT
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-  Document e-signed by Brandon Kavanagh (bkavanagh@mwsowlaw.com)
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✔ Agreement completed.

2024-08-22 - 9:36:57 PM GMT



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STAFF REPORT

REPORT DATE: August 20, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Kim Austin, TDM Planner

SUBJECT: Consider Safer People Campaign Contract with Mountain Mojo Group LLC, an Arizona limited liability company

1. RECOMMENDATION:

Staff recommends the Board approve a contract with Mountain Mojo Group LLC, an Arizona limited liability company for the Safer People Campaign.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 4: Implement Programs that Encourage Mode Shift

Objective 4.3: Educate the public about economic, health, congestion, climate, equity and other benefits of multimodal transportation.

3. BACKGROUND:

One of Metroplan's transportation values is zero deaths and serious injuries. Achieving this goal will require a holistic Safer Systems approach that includes making strides in 5 categories: Safer People, Safer Vehicles, Safer Speeds, Safer Roads, and Post Crash Care. The Board has approved a Safer People education campaign to make progress in the Safer People category in the FY2025 budget. The campaign will be grant-funded as part of the Carbon Reduction Program funding source. A Safer People campaign will also make the region more competitive for federal funds because we can clearly point to taking action in this category of the Safe Systems Approach.

MetroPlan recently conducted a Request for Proposals procurement process to find a marketing firm to help with the campaign. Four proposals were submitted. A review committee of four people evaluated



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and scored based on the following criteria: experience of assigned staff, creativity and understanding of the scope of work, and schedule of fees. The committee unanimously recommended Mountain Mojo Group LLC, an Arizona limited liability company to the Board as the highest scoring firm. The Mountain Mojo Group LLC, an Arizona limited liability company had the most specific budget, tied to deliverables, and included a team with relevant experience.

Results of proposal scoring:

Proposals	#1	#2- Mountain Mojo Group LLC, an Arizona limited liability company	#3	#4
Avg score out of 100				
Total	81.25	89	68.75	85.75
		Recommended		-

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. Management Committee had no comments.

5. FISCAL IMPACT:

MetroPlan Executive Board approved the FY25 budget with \$80,000 from the Carbon Reduction Program funding source to hire an independent consultant firm to create a branded educational campaign. This contract fits within that budget and includes the required ad purchases to conduct the campaign.

6. ALTERNATIVES:

- Recommended:** Approve contract with Mountain Mojo Group LLC, an Arizona limited liability company for Safer People Campaign. Mountain Mojo Group LLC, an Arizona limited liability company had the highest ranking and had the most specific budget and included a team with relevant experience.
- Not recommended:** Do not approve contract with Mountain Mojo Group LLC, an Arizona limited liability company for Safer People Campaign. The Board could provide staff with further direction.



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7. ATTACHMENTS:

Safer People Campaign Contract



CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2025-02

This Contract is entered into this September 15, 2024 by and between the Flagstaff Metropolitan Planning Organization dba MetroPlan ("MetroPlan"), and Mountain Mojo Group LLC, an Arizona limited liability company ("Contractor"). MetroPlan and Contractor may be referred to collectively herein as the "Parties" or individually as a "Party".

WHEREAS MetroPlan desires to receive and Contractor can provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

2025 Safer People Campaign

and as more specifically described in the scope of work attached hereto as [Exhibit A](#).

2. Compensation: In consideration of the Contractor's satisfactory performance, MetroPlan shall pay Contractor a maximum of \$80,000 based on monthly invoicing for services. Any price adjustment must be approved by mutual written consent of the parties. The MetroPlan Executive Director or his/her designee may approve adjustment if the annual Contract price is less than \$50,000; otherwise MetroPlan board approval is required.
3. Standard Terms and Conditions: MetroPlan Standard Terms and Conditions, attached hereto as [Exhibit B](#), are hereby incorporated into this Contract by reference, except to the extent modified in [Exhibit A](#).

METROPLAN RESPONSIBILITIES

4. MetroPlan Representative: The MetroPlan Representative is Kate Morley, Executive Director or his/her designee. All communications to MetroPlan shall be through the MetroPlan Representative. If other than the Executive Director, the MetroPlan Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Executive Director.

5. MetroPlan Cooperation: MetroPlan will cooperate with the Contractor by placing at its disposal all available information concerning MetroPlan, MetroPlan property, or the project as is reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both Parties. Performance shall commence within ten (10) days from MetroPlan's issuance of the Notice to Proceed, and shall be completed on or before September 14, 2025, consistent with the Schedule of Services.
7. Renewal: This Contract may be renewed or extended for up to two (2) one (1) year terms by mutual written consent of the Parties. The MetroPlan Executive Director or his designee shall have the authority to approve renewal on behalf of MetroPlan.

DATA AND RECORDS

8. MetroPlan Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of MetroPlan ("MetroPlan's work product"), unless otherwise agreed by the Parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to MetroPlan all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
9. Re-Use. MetroPlan may use MetroPlan's work product without further compensation to Contractor; provided, however, MetroPlan's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at MetroPlan's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of MetroPlan's work product for the benefit of Contractor or any third parties without MetroPlan's prior written consent.
10. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to MetroPlan copies all of MetroPlan's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

11. Insurance: Contractor shall meet the insurance requirements of MetroPlan, set forth in pages 16-18 of contract.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To MetroPlan:
MetroPlan
Attn: Kate Morley
3773 N. Kaspar Dr.
Flagstaff, AZ 86004

kate.morley@metroplanflg.org

Phone: 928-266-1293

To: Mountain Mojo Group
Attn: Rand Jenkins
1710 E. Arrowhead
Flagstaff, AZ 86004
rand@mountainmojogroup.com
(928) 440-5301

With a copy to:

Mangum Wall Stoops & Warden, PLLC

Attn: Brandon J. Kavanagh
112 N. Elden Street
Flagstaff, AZ 86001
bkavanagh@mwsowlaw.com
Phone: 928-779-6951

With a copy to:

13. Authority. Each Party warrants that it has authority to enter this Contract and perform its obligations hereunder and that it has taken all actions necessary to enter into this Contract.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR

Mountain Mojo Group, LLC, an Arizona limited liability company

Signature: _____

Print name:

Title:

Date: _____

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION dba MetroPlan

Signature: _____

Print name: Jeronimo Vasquez

Title: Chair, MetroPlan Executive Board

Date: _____

APPROVED AS TO FORM:

Signature: _____

Mangum, Wall, Stoops & Warden, PLLC
MetroPlan legal counsel

Date: _____

EXHIBIT A | SCOPE OF WORK

- Identify affordable and effective markets for the MetroPlan region and strategies to develop a campaign that can be used over multiple years.
 - Identify the demographics, behaviors, and preferences of the audience.
 - Consider cultural nuances and language preferences including Title VI requirements of MetroPlan.
 - Understand the purpose of the campaign (e.g., promoting safe driving, preventing crashes, understanding new infrastructure types, building MetroPlan's reputation).
 - Review existing safety messaging strategies best practices
 - Recommend the most effective types of materials based on local market data
 - Identify strategies that maximize the ability to reuse materials into the future
 - Educate and inform staff of methods of reuse into the future
 - Creating branding, Brand management and graphic design
 - Develop data driven messages using FHWA safety information and MetroPlan Regional Transportation Safety Plan
 - Consult with MetroPlan on the elements of the pieces and agree on a focus and direction.
 - Ensure clarity and conciseness in conveying safety information, that resonates with audience.
 - Prioritize essential information to communicate.
- **Development of Printed and Collateral material based on local market research for best methods of campaign delivery**
 - Develop and submit printed material to MetroPlan for review, revisions and/or approval.
 - Coordinate with the printer when necessary.
- **Development of Web-based material**
 - Develop web banners and website landing pages for specific projects and programs, as recommended.
 - Review the MetroPlan website and make suggestions for areas of improvement, opportunities, etc.
 - Provide professional guidance on social media metrics, website analytics, and other data points.
 - Develop campaign for social media for the above suggested topics for social media, as recommended
- **Development of social media-based material**
 - Develop social media branding and content
 - Resize and/or reformat logos and other graphics

- Logo development
- **Development of Video material**
 - Develop video footage to be used in educational and outreach activities, as recommended
 - Develop engaging video content (animations, graphics, etc.) as recommended.
 - Create videos for distribution
- **Develop other materials as recommended in the campaign strategy.**

EXHIBIT B | STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after MetroPlan has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to MetroPlan upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non- exclusive and MetroPlan reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to MetroPlan by the Contractor and relied upon by MetroPlan as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to MetroPlan shall be of the same quality and conformity.

MATERIALS

6. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. MetroPlan's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
7. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by MetroPlan. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
8. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to MetroPlan upon MetroPlan's acceptance of the materials.
9. **PACKING AND SHIPPING:** Contractor 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, MetroPlan, 3773

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

N. Kaspar Drive, Flagstaff, AZ 86004, unless otherwise specified by MetroPlan. C.O.D. shipments will not be accepted.

10. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to MetroPlan until MetroPlan receives the material at the point of delivery, and MetroPlan has completed inspection and has accepted the material, unless MetroPlan has expressly provided otherwise in the Contract.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of MetroPlan, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
13. **LIENS:** All materials and other deliverables supplied to MetroPlan shall be free of all liens other than the security interest held by Contractor until payment in full is made by MetroPlan. Upon request of MetroPlan, Contractor shall provide a formal release of all liens.
14. **CHANGES IN ORDERS:** MetroPlan 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 MetroPlan Executive Director prior to the institution of the change.

PAYMENT

15. **INVOICES:** A separate invoice shall be issued for each shipment of goods. For services, Contractor may submit an invoice on a monthly basis for services rendered and costs incurred in the previous month. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped, or work performed. MetroPlan shall remit payment within thirty (30) days of MetroPlan's receipt of the Contractor's invoice. Payment will only be made for materials received and/or services performed in accordance with this Contract.
16. **LATE INVOICES:** MetroPlan operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, MetroPlan will not honor any invoices or claims submitted after July 14

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

for materials or services supplied in the prior fiscal year.

- 17. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: MetroPlan will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by MetroPlan as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 18. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by MetroPlan.
- 19. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when the correct invoice is received by MetroPlan; or (b) when acceptable materials and/or materials were received by MetroPlan.
- 20. AMOUNTS DUE TO METROPLAN:** Contractor must be current and remain current in all obligations due to MetroPlan during the performance. Payments to Contractor may be offset by any delinquent amounts due to MetroPlan or fees and charges owed to MetroPlan under this Contract.
- 21. OFAC:** No MetroPlan payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

- 22. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 23. CONTROL:** Contractor shall be responsible for the control of the work.
- 24. WORK SITE:** Contractor shall inspect the work site and notify MetroPlan in writing of any deficiencies or needs prior to commencing work.
- 25. SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of MetroPlan or adjacent property in performance of the work and safeguard the worksite.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

26. **QUALITY:** All work shall be performed in accordance that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under similar circumstances to that of Contractor under this Contract
27. **ACCEPTANCE:** If work is rejected by MetroPlan due to noncompliance with the Contract, MetroPlan, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
28. **WARRANTY:** We request the header of this Section 29 be changed from "Warranty" to "Defective Work" and the following changes be made to Section 29: receipt of written notice from MetroPlan, Contractor at its own expense shall promptly correct defective work or work failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from MetroPlan, MetroPlan may perform the work and Contractor shall be liable for the costs.

INSPECTION, RECORDS, ADMINISTRATION

29. **RECORDS:** MetroPlan shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
30. **RIGHT TO INSPECT BUSINESS:** MetroPlan shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
31. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", MetroPlan will endeavor to notify Contractor prior to the release of such information.

INDEMNIFICATION

32. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless MetroPlan, its boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees, or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of MetroPlan, its officers, agents or employees. This indemnification provision shall survive termination or expiration of

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

the Contract. This indemnification clause shall not apply if a different indemnification clause is included in MetroPlan's Specific Terms and Conditions.

CONTRACT CHANGES

33. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
34. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
35. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
36. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
37. **NO WAIVER:** Each party has the right to insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
38. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of MetroPlan, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to MetroPlan. The Executive Director shall have the authority to consent to an assignment on behalf of MetroPlan.
39. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

40. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with MetroPlan's advance written consent. MetroPlan reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractors are responsible for Contract performance whether or not subcontractors are used.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- 41. APPLICABLE TERMS AND CONDITIONS:** Pursuant to 2 CFR 200.326, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded. The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.

DEFAULT AND TERMINATION

- 42. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition to Contract remedies provided for herein.
- 43. METROPLAN REMEDIES:** In the event of a Contractor's default, MetroPlan may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to MetroPlan to pay for the costs of such substitute service. MetroPlan may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 44. CONTRACTOR REMEDIES:** In the event of MetroPlan's default, Contractor may pursue all remedies available at law, except as provided for herein. Notwithstanding anything contained herein, any claim against MetroPlan must satisfy requirements for claims against a public entity.
- 45. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 46. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** MetroPlan may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 47. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by MetroPlan for convenience upon thirty (30) day's written notice, without further penalty or liability to Contractor. If this Contract is terminated, MetroPlan shall be liable only for

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

payment for satisfactory materials and/or services received and accepted by MetroPlan before the effective date of termination.

- 48. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide MetroPlan with a written notice thereof. MetroPlan may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 49. PAYMENT UPON TERMINATION:** Upon termination of this Contract, MetroPlan will pay Contractor for satisfactory performance up until the effective date of termination. MetroPlan shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 50. CANCELLATION FOR GRATUITIES:** MetroPlan may cancel this Contract at any time, without penalty or further liability to Contractor, if MetroPlan determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 51. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** MetroPlan may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor, pursuant to the terms of the statute.

MISCELLANEOUS

- 52. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with MetroPlan, without the prior written consent of MetroPlan. However, notwithstanding the foregoing, Contractor is authorized to reference MetroPlan and the scope of work performed by Contractor for MetroPlan in its future marketing and promotion, including, but not limited to, proposals without MetroPlan's prior consent."
- 53. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.
- 54. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

parties.

55. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona
56. **KEY PERSONEL DESIGNATION:** Contractor's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for the completion of the services. The MetroPlan Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

Other Terms and Conditions

57. This solicitation does not commit METROPLAN to award an Agreement or to pay for costs associated with the preparation of the RFP or pre-agreement expenses.
58. METROPLAN reserves the right to make an award considered to be in the best interest of the region.
59. METROPLAN reserves the right to accept or reject any or all RFP responses received, to cancel all of part of the RFP, or to negotiate with all qualified firms.
60. METROPLAN may, at its discretion, require additional terms and conditions at the time the final Agreement is negotiated. The additional terms and conditions would be for clarification of language or correcting errors in the RFP including, for example omissions or misstatements that are discovered.
61. No prior, current, or post-award verbal agreement(s) with any officer or employee of METROPLAN shall affect, modify, or supersede any terms or modifications of this RFP.
62. The Firm chosen may be required to submit revisions of their responses because of negotiations.
63. The selected Firm will be required to furnish evidence of insurance coverage to include, but not limited to Professional Liability, Workers Compensation, and automobile. Set limits will be provided at contract negotiations.
64. The selected consultant and sub-consultants shall possess any necessary Arizona licenses and permits necessary to operate in the State and shall provide evidence of such to METROPLAN.
65. Any changes to the response requirements will be made by written addendum. METROPLAN reserves the right to waive any minor irregularities, informalities or

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

oversights in the RFP documents, or any corresponding responses that does not materially affect or alter the intent and purpose of the RFP, that is not in violation of Arizona or Federal Government rules, laws and regulations.

- 66.** All materials and data used for this study are the property of METROPLAN.
- 67.** The selected CONTRACTOR shall not release any material, report, or other document related to this project without the written approval of METROPLAN. The CONTRACTOR shall not present information related to this project without the written approval of METROPLAN.
- 68.** METROPLAN reserves the right to engage in a contract extension with the selected consultant should additional funding become available.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

EXHIBIT C | INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees, or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. MetroPlan does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000	Products/Completed
Operations	\$2,000,000	
Each Occurrence	\$1,000,000	

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –

Any Automobile or Owned, Hired and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation Statutory Employer's Liability:	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by MetroPlan. If not approved, MetroPlan may require that the insurer reduce or eliminate such self-insured retentions with respect to MetroPlan, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. MetroPlan at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, MetroPlan, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to MetroPlan, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by MetroPlan, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against MetroPlan, its officers, officials, agents and employees for losses arising from work performed by Contractor for MetroPlan.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to MetroPlan. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Attention: Executive Director
Contract No. 2025-02
MetroPlan
3773 Kaspar Dr.
Flagstaff, Arizona 86004

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-. VII. MetroPlan does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish MetroPlan with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. MetroPlan project/contract number and project description shall be noted on the certificates of insurance. MetroPlan must receive and approve all certificates of insurance and endorsements before the Contractor commences work.
9. Policies. MetroPlan reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. MetroPlan shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. MetroPlan’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, MetroPlan’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of MetroPlan’s legal counsel in consultation with the Executive Director, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Federal Funding Source: Federal Highway Administration (FHWA) through Arizona Department of Transportation (ADOT), Surface Transportation Block Grant (STBG) grants, Assistance Listing Number 20.205

Project Name: MetroPlan 2024 Trip Diary Survey

Project Number: MPD239148-500.3

EXHIBIT D | FEDERAL AND STATE COMPLIANCE

“Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.”

- 1. Monitoring Activities:** Pursuant to 2 CFR 200.329, the project/work in this solicitation/contract is funded with federal funds through the Arizona Department of Transportation, Multimodal Planning Division (ADOT). In accordance with 2 CFR 200.329, ADOT shall monitor all activities performed by its staff or by sub-recipients of U.S. Department of Transportation funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. The Contractor and its sub-contractors shall fully cooperate with such monitoring as requested.
- 2. Governing Law:** This Contract is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in the funding Agreement between the State of Arizona and are incorporated by reference as a part of this Contract.
- 3. Compliance with Funding Agency Requirements:** Pursuant to 2 CFR 200.337 and 2 CFR 200.339, upon request, the Contractor shall provide information or reports to assist in adherence to relevant requirements from the agreements between ADOT, its sub-recipient, and the agencies of the US Department of Transportation. If ADOT, or the federal funding agency finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved scope, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, or the federal funding agency may use the enforcement actions contained in 2 CFR

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

200.208 and then in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law.

4. **Certification of Eligibility of Costs:** Pursuant to 2 CFR 200.402 - .414, 2 CFR 200.420 - .475, and 2 CFR 200.415, the Contractor shall assure that the costs invoiced are consistent and eligible for federally funded projects.

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment must include a certification, signed by an official who is authorized to legally bind the Contractor which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

5. **Record Retention:** Pursuant to A.R.S. 35-214 and the State of Arizona Accounting Manual, sections 0045 and 7035, CONTRACTORS and SUBCONTRACTORS shall retain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

6. **Applicable Terms and Conditions:** Pursuant to 2 CFR 200.327, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of 2 CFR 200 Appendix II, and additionally, those of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded.

The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.

7. **Administrative, contractual, or legal remedies for violation or breach of contract terms:** Pursuant to 2 CFR 200, Subpart F, Appendix II; 41 USC 1908, for contracts in excess of the simplified acquisition threshold in 41 USC 134 (currently \$250,000), failure by the Contractor to carry out the requirements of the Contract, especially in compliance with the Federal terms and conditions and programmatic requirements, represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Issuer may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

- 8. Termination for cause or convenience:** Pursuant to 2 CFR 200, Subpart F, Appendix II, the issuer of this Contract reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the issuer without penalty or recourse. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination, and minimize all further costs to the issuer of this Contract. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor and its sub-contractors under this Contract shall become the property of and be delivered to the issuer of this Contract upon request. The Contractor and its subcontractors shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials/deliverables accepted before the effective date of the termination. The Contractor and its subcontractors shall continue to perform in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

The issuer of this Contract shall reimburse the Contractor for those eligible expenses incurred during the Contract period which are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to the issuer. The Contractor shall reimburse its sub-contractor in a similar fashion. The Contractor and its sub-contractors shall not incur new obligations for the terminated portion after the effective date of the termination.

In addition to the rights reserved in the Contract, the issuer may terminate the Contract in whole or in part due to the failure of the Contractor or its sub-contractors to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the Contract.

This Contract may be terminated by either party provided that a termination shall not

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

be effective until 30 days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of all Parties or unilaterally by either Party without cause.

- 9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Pursuant to 2 CFR 200, Subpart F, Appendix II, for contracts in excess of \$150,000, the Contractor herein agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the contracting agency and to ADOT, who will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10. Debarment and Suspension / Excluded Parties List:** Pursuant to 2 CFR 200, Subpart F, Appendix II and 23 CFR 121 (J), the Contractor shall not be listed on the excluded parties list, and the Contractor shall not award a Sub-contract to any parties listed on the governmentwide exclusions list in the System for Award Management (SAM).
- 11. Anti-Lobbying Certification:** Pursuant to 2 CFR 200, Subpart F, Appendix II (I), for any contract exceeding \$100,000, the Contractor and its subcontractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12. Procurement of recovered materials:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (J) and 2 CFR 200.323, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 13. Telecommunications and Video Surveillance Services or Equipment:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (K) and 2 CFR 200.216 the Contractor shall not procure

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

or obtain, or extend or renew a contract to procure or obtain, or procure or obtain equipment, services, or systems that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in Public Law 115-232, section 889.

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

14. Domestic Preference: Pursuant to 2 CFR Part 200, Subpart F, Appendix II (L) and 2 CFR 200.32, as appropriate and to the extent consistent with law, the Contractor and its sub-contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

15. Patents: Patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14. The Contractor shall at a minimum cite the applicability of the Standard Patent Rights of 37 CFR 401.14 except for 401.14(g) or may include all the clauses, suitably modified to identify the parties, in all sub-contracts, regardless of tier. The clauses may be retrieved in their entirety from <https://www.ecfr.gov/current/title-37/chapter-IV/part-401/section-401.14>, or as the link may be updated from time to time and shall be adjusted only to the extent to identify the parties.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

infringement of any patent, trademark, or copyright arising out of this Contract's performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

- 16. Rights to Inventions Made by Nonprofits and Small Business Firms:** Pursuant to 2 CFR 200 Appendix II (F) Rights to Inventions Made Under a Contract or Agreement. The funding provided for this Contract meets the definition of “funding agreement” under 37 CFR §401.2 (a) the Issuer of this Contract must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17. Conflict of Interest:** Pursuant to 2 CFR 200.112 and 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the federal funding agency, the contracting agency, or the Arizona Department of Transportation.
- 18. Employment of Federal Personnel:** Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the contracting agency, the Arizona Department of Transportation or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 19. Equipment Use, Management, and Disposal:** Pursuant to 2 CFR 1201.313 the Contractor shall follow State of Arizona rules with respect to the use, management and disposal of equipment acquired under this contract.
- 20. Retainage:** Contractors are herein notified they are prohibited from holding retainage from Sub-Contractors, nor are Contractors subject to retainage withholding by the Contracting Agency for this Project pursuant to 49 CFR 26.29.b(1).
- 21. Travel:** All travel for the Contractor must comply with the State of Arizona (State) policies for Travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

<https://gao.az.gov/publications/saam>. In the event the MPO chooses to reimburse Contractors/Consultants at rates higher than those authorized in the State travel policies, when submitting travel reimbursement requests, each receipt must indicate the amount that exceeds the State rate. The Contractor shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to Contractors/Consultants must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

22. Tribal Consultation: In the event that this project is located within tribal land or includes tribal involvement as a stakeholder, the Contracting Agency and the Contractor must exercise tribal consultation and coordination protocol when providing related services. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of State Agencies:

<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm>.

23. Report Disclaimer: Pursuant to 23 CFR 420.117(e), all reports and other project-related documents shall contain the following disclaimer statement:

"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".

24. Safe Operation of Motor Vehicles: The contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
- (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving.

The Contractor agrees to comply with:

- (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Contractor agrees to include the preceding section in its third-party agreements and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

25. Disadvantaged Business Enterprise: The contracting Agency is receiving US DOT-assisted transportation funds for this Contract through the Arizona Department of Transportation and has adopted and implemented ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

Non-Discrimination

The contracting Agency, its Contractors and Subcontractors will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the contracting Agency, its Contractors and Subcontractors shall not, directly or through contractual or other arrangements, use

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The Contractor will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The Contractor shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the Contractor agrees to perform the following minimum DBE Program Compliance Required Activities and include the following assurance with each contract with a contractor or consultant and each subcontract a prime sign with a subcontractor:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting Agency, with ADOT's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

26. Subcontract Payment Reporting in the DBE System: The Arizona Department of Transportation (ADOT) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to funding agencies of the USDOT on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

The Contractor shall respond to payment audits reported each month electronically through ADOT's web-based payment tracking system (<https://arizonalpa.dbesystem.com>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the Contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.

If, by the DBE system audit deadline, the Contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the contracting Agency will work with ADOT MPD Contracts Group Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.

The Contractor shall include these provisions in all of its subcontracts and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

27. Title VI/Non-Discrimination Assurances: The CONTRACTOR HEREBY ACKNOWLEDGES that the Issuer, as a condition to receiving any Federal financial assistance through the Arizona Department of Transportation and provided by the U.S. Department of Transportation, must GIVE ASSURANCE THAT it shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The Contractor shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Contract is subject to the provisions of Title VI of the Civil Rights Act and the Contractor is herein notified of such. Additionally, the Contractor shall include the following information in each of its sub-contracts associated with the project.

The Arizona Department of Transportation, in accordance with the provisions of Title VI

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

contract sanctions as it or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Federal Appendices B, C, and D pertain to real property and are not applicable to this contract.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq)

28. Non-Discrimination: Pursuant to 49 CFR Part 26, The Contractor and its sub-contractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements represents

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

29. Excluded Parties: The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus, agreements for contractors/consultants and their sub-contractors/consultants are subject to this requirement. The Contractor and its Sub-contractors are prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The Contractor agrees to comply and assures the compliance of each third-party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The Contractor agrees to and assures that its third-party contractors will review the Excluded Parties Listing System and assure that its sub-contractors establish and maintain entity registration on the System for Award Management before entering into any contracts.

31. Conflict of Interest: The Contractor and their sub-contractors shall not enter into any contract, subcontract, or arrangement in connection with the project, in which a member, officer, or employee, during tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the Issuer of the Contract, who must further report this to its funding agency, and may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the Contractor or the locality relating to

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

such contract, subcontract, or arrangement. The Contractor must disclose any such interest to the Issuer within five business days of receipt of disclosure.

The contractor shall insert in all contracts entered into in connection with the project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the firm either during tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

Pursuant to 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the Issuer; this requirement is passed to the Contractor's sub-contractors. The issuer shall inform the funding agency who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

- 32. Indemnification:** The Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 contractor 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- 33. Copyright:** Pursuant to 23 CFR 420.121 (b), the State and their subrecipients may copyright any books, publications, or other copyrightable materials developed during a U.S. DOT funded project. The U.S. DOT funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
- 34. Energy Conservation:** The Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Policy and Conservation Act (P.L. 94-163).

35. Drug Free Workplace: The Contractor agrees to comply with the laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3) when and where relevant.

36. FTA Funding; Certifications and Assurances: In the event there is FTA funding for work under this Contract, on an annual basis, the Contractor must agree to comply with all categories of the FTA Certifications and Assurances applicable to the Contract. The FTA Certifications and Assurances will be provided to the Contractor under a separate packet as they are released by FTA. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Project. The type of Project will determine which Certifications and Assurances apply.

The Contractor also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

The Contractor is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-contractor or other Third-Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we require the Contractor to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-contractor and other Third-Party Participant to assure the validity of applicable Certifications and Assurances.

Completion and Signing of an FTA Certification and Assurances document is a requirement and a condition to receive FTA funding for any project and does not relieve the contractor of any obligation of other certifications or assurances required in any contracting process and should be treated as an addition to such certifications and assurances.

FTA Certification and Assurances are incorporated herein by reference. They may be obtained at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

37. Incorporation of Federal Provisions: All contractual provisions of 2 CFR 200 et seq and those required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement between the State and FTA apply to each Project funded by the Arizona Department of Transportation

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

using FTA funds. Any requirements of the Stewardship Agreement between the State and FHWA apply to each Project funded by the Arizona Department of Transportation using FHWA funds. This provision shall be incorporated in any subcontractor/consultant, or lower-tier agreement for which funds from this contract shall be used for payment.

- 38. Immigration and E-Verify:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its sub-contractors/consultants warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 39. Americans with Disabilities Act:** The Contractor assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 40. Fly America:** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 41. Israel Boycott Not Permitted:** State Legislation has been enacted to prohibit a public entity from contracting with a value of \$100,000 or more with a company currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, the Contractor warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 42. Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the Contractor warrants and by signing this Contract and so certifies that it does not

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of this Agreement that the Contractor is not in compliance with this certification, the Contractor shall notify the Agency within five business days after becoming aware of the noncompliance, and within 180 calendar days after notice, provide written certification that the Contractor has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

- 43. Prohibition on certain telecommunications and video surveillance services or equipment:** Pursuant to 2 CFR 200.216, the Contracting Agency and Contractors and Subcontractors are prohibited from procuring, obtaining, or renewing a contract to procure or obtain video surveillance and telecommunications equipment, equipment, services, or systems produced by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of such entities; or from companies reasonably believed by the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 44. Promoting Free Speech and Religious Liberty:** The Contractor shall ensure that all funds under awarded in this Project shall be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- 45. Mandatory Disclosures:** Pursuant to 2 CFR 200.113, The Contractor shall disclose, in a timely manner, in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the contract. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.
- 46. Contracts for construction, acquisition of goods, or rolling stock valued at more than \$150,000 - Buy America:** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in US DOT funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in USDOT-funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum of 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on USDOT-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

- 47. Construction Contracts - Equal Employment Opportunity:** Pursuant to 2 CFR 200 Appendix II (C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 48. Construction Contracts - Davis-Bacon Act:** Pursuant to 2 CFR 200 Appendix II (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

49. Work Employing Mechanics or Laborers: Pursuant to 2 CFR 200 Appendix II (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

50. Insurance: The contracting agency shall INSERT the insurance requirements from their Grant Agreement as the minimum requirements to be met by the Prime and any Subcontractors.

51. DELIVERABLES / DISCLAIMER: To meet the requirements of 23 CFR 420.117(e), the Contractor and its Sub-Contractors shall include the following disclaimer in each deliverable.

This report was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway, U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. government and the State of Arizona do not endorse products or manufacturers.

52. Geographical Information Systems (GIS) Data: GIS data used during the Study will be provided in the electronic Study close-out file via Compact Disc (CD) or thumb drive. An additional copy should also be submitted to the Local Public Agency (LPA) or Tribal Government representative as applicable.

Such data will be in the format of a geodatabase containing all spatial and related data used in the Study. The data will be in the coordinate system:

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

NAD_1983_StatePlane_Arizona_Central_FIPS_0202_Feet_Intl for all geospatial data submitted. The GIS Attributes Table will use the exact format and field names as provided by the Arizona Department of Transportation, Multimodal Planning Division, GIS Team. Please do not alter the field names, order, or format at all so Department staff can easily consolidate all proposed projects derived from all planning studies completed. Please complete an attributes table for each state highway system proposed project recommended by the study. Each attributes table should be filled out according to the Attributes Table Guidance and follow ATIS Nomenclature Standards. This information may be found at: <https://azdot.gov/planning/transportation-studies>.

53. GIS Metadata Standards: GIS metadata helps to incorporate all known characteristics of a dataset so that those that are not familiar with the data can gain from its knowledge. GIS metadata should be delivered as an XML file. The metadata should include information on, but is not limited to the following:

- Data summary
- Data description
- Data credits (if from existing data what modifications were made?)
- Data creation methods
- Purpose for creating the data
- Contact information for questions
- Updates schedule
- Data steward
- Data extent (i.e. statewide, county wide, etc)
- Data type (i.e. point, line, or polygon, raster, etc)
- Limitations of the data
- Scale range (if any)
- Include any associated domain values
- Tags (i.e. searchable words for this data)

54. Contractor Responsibility:

Any contract awarded to accomplish this project establishes a Contractor relationship, as defined by 2 CFR §200.331, with the Department, and shall not establish a Subrecipient relationship and the disbursement of Federal program funds casts the party receiving the funds in the role of a Contractor.

All terms and conditions required for Contractors / Subcontractors of federal recipients under this funding source and according to 2 CFR §200 et seq. shall apply.

55. Federally-funded Projects: Pursuant to 23 CFR 420.121, the Arizona Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of the Project. The funding Federal agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

This contract does not establish a sub-recipient relationship. Any awarded contract establishes a Contractor relationship. A Contractor shall not be entitled to any copyright for anything created for, though, or as a result of this project.

The Contractor shall not release any material, report, or other document related to this project without the written approval of contracting agency. The Contractor shall not present information related to this project without the written approval of the contracting agency.

Pursuant to 23 CFR 420.121 (i), patents and inventions developed during the Project are subject to federal standard patent rights at 37 CFR 401.14, incorporated herein by reference. The Contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the contract, obtain rights in the Contractor's subject inventions. However, the State shall be granted an immediate, irrevocable right to use, without royalty or fee, the subject invention for its purposes related to this project.

In the event a DBE goal is required, all Contractors and Sub-Contractors must be registered in the ADOT LPA DBE System. For DBE Sub-Contractor/Contractor removals from an active Project, a Termination / Substitution / Reduction Request Form (Form 108C) is required, followed by approval from the ADOT Business Engagement and Compliance Office (BECO). If a replacement DBE sub-contractor shall be added to the project and/or the same goal committed to on the approved DBE forms will be met, no additional forms are needed. If this is not the case, then the Good Faith Effort (GFE) is also required. All forms are available at <https://azdot.gov/business/procurement/federal-forms-and-provisions>.

If removal of a DBE Sub-Contractor/Contractor is requested, submit the required form for DBE removal to the ADOT Business Engagement and Compliance Office (BECO). The Contractor must copy on the form submission and make sure the response from BECO is forwarded to: the Procurement Officer, the project manager, and MPDContracts@azdot.gov.

Modifying sub-contractors will require submission of revised DBE forms and approval from BECO and Department's Procurement Office if the modifications alter the DBE commitment on the project.

56. Prompt Payment: Pursuant to 49 CFR 26.29 prime Contractors must pay Subcontractors for satisfactory performance (i.e., all the tasks called for in the subcontract for the invoicing period have been accomplished and documented as required by the Agency and any deliverables are approved by the Agency) of their contracts no later than 7 days from receipt of each payment the Agency makes to the prime Contractor. The prompt payment provision applies to Subcontractors at all tiers. This applies to all Subcontractors, not just DBEs.

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

In the event the Prime fails to invoice according to its scheduled invoicing activities, and in any case where a Prime's invoice has been rejected through no fault of the sub-contractor's performance, the Prime shall pay each Subcontractor for satisfactory work completed in no more than 30 calendar days from receipt of invoice for that work.

In the event this project is federally funded, or if there is voluntary DBE participation in a State-funded project, the project will be entered as a contract or task order in the Arizona DBE & OJT System (DOORS for ADOT-Procured Projects, "LPA DBE System" for Subrecipient-Procured Projects). Payment audits are required. For training on completing payment audits, please see the video:
<https://www.youtube.com/watch?v=QFZJIIYmN1I>.

57. Discovery or Admission into Evidence: The Contractor is herein notified of 23 USC §409. The Contractor shall include the notice in each Subcontractor agreement wherein the scope includes relative completion or submission of reports, surveys, schedules, lists, or data compilation or collection.

Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

58. Bidder's / Proposer's List Confirmation: All proposers/bidders must complete an on-line bidders/proposers list in the AZUTRACS web portal (<http://www.azutracs.com/>) and submit the corresponding Bidder's List email confirmation notice with their proposal/bid. The AZUTRACS Project Number: MPD239148-500.4 and Project Title: MetroPlan 2025-02 Safer People Campaign.

No direct contact with agency staff is permitted during the solicitation period except when contact is initiated as part of the evaluation or negotiation processes. Direct contact with other agency staff shall be made only after award.

ATTACHMENT A | LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE

Request for Proposals

Trip Diary Survey of Community Travel Patterns

MetroPlan of Greater Flagstaff

AGREEMENTS PURSUANT TO 49 CFR 20, SUBPART F,

APPENDIX A


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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

	
Signature/Title	Date

Please indicate here if you are required to submit Standard Form LLL as required in item (2)

above: Yes No



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: August 12, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Corey Cooper, Safe Routes to School Coordinator

SUBJECT: Consider Transportation Alternatives (TA) Intergovernmental Agreement (IGA) with City of Flagstaff

1. RECOMMENDATION:

Staff recommends that the Board approves the Transportation Alternatives Intergovernmental Agreement (IGA) with City of Flagstaff.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 1: Maximize Funding for Transportation Projects and Programs

Objective 1.1: Align capital and programmatic needs with priorities and fund sources.

3. BACKGROUND:

In December 2023, MetroPlan was awarded a grant for \$612,000 in federal funds for Safe Routes to School preliminary engineering projects through Transportation Alternatives Program, an FHWA grant program that is administered by the Arizona Department of Transportation. The City of Flagstaff and Mountain Line are providing the 5.7% local match for the grant, bringing the total amount available to \$650,000. This IGA covers the City's commitment to match \$500,000 of the total project award with \$28,500 and allows for the exchange of funds between agencies. The IGA also outlines the project management responsibilities for each agency. The reminder of the funding is being matched by mountain Line through a separate IGA to be brought to the Board in October.

This partnership plans to design a series of multimodal improvements across Flagstaff to help access schools by walking, biking, and transit.



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A program of projects for this Transportation Alternatives grant was identified during a joint planning process of MetroPlan, the City of Flagstaff, Mountain Line, and Flagstaff Unified Planning School District. The projects generally include missing or undersized sidewalk segments, enhanced at-grade pedestrian crossings, bikeway enhancements, speed recommendations, and transit access.

Specific projects selected include:

1. A feasibility study for a left turn from the west end of Gemini Road onto Cedar Rd to facilitate left turn bus movements with the purpose of realigning Mountain Line's Route 2 to better serve schools and development along Gemini. This portion of the project is under a separate IGA with Mountain Line who is matching these funds in the amount of \$150,000 project total.
2. Corridor Plans for 4th Street between Route 66 and Linda Vista, along Cedar Ave between West Street and King Street including connections to King Street, and access along 6th Street related to Killip Elementary. Proposed improvements should facilitate comfortable walking and biking for K-12 students to access a variety of schools in the area including Coconino High School, Mount Elden Middle School, Puente de Hozo, Ponderosa Charter School, and Killip Elementary.
3. A potential crossing of Butler at Mustang Ave and sidewalk improvements associated with Knoles Elementary.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.

5. FISCAL IMPACT:

The Transportation Alternatives grant is included in the FY25 budget and 5 Year Financial Plan. It was awarded to MetroPlan who is the responsible party for match. While the Board agreed to move forward with the application on verbal agreement of match from the City, this IGA formalizes that commitment and allows for the exchange of funds, reducing financial risk to MetroPlan. The grant maximizes local funding by leveraging federal funds, allowing more projects to be completed in the region.



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ITEM DESCRIPTION	QUAN.	UNIT PRICE	TOTAL	FEDERAL FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%	
PLANNING, SCOPING, AND PROGRAMMING						
Non-Infrastructure Project (i.e. planning or programming project)						
If you need assistance determining a planning project budget, please contact your ADOT Regional						
Engineering (see breakdown below)			\$ 500,000	\$ 471,500	\$ 28,500	cash match
<i>Needs/ priorities assessment</i>	1	\$ 150,000	\$ 150,000	\$ 141,450	\$ 8,550	City
<i>Topo/ Survey</i>	3	\$ 12,000	\$ 36,000	\$ 33,948	\$ 2,052	City
<i>NEPA</i>	3	\$ 23,000	\$ 69,000	\$ 65,067	\$ 3,933	City
<i>30% design</i>	3	\$ 60,000	\$ 180,000	\$ 169,740	\$ 10,260	City
<i>Contingency</i>	1	\$ 65,000	\$ 65,000	\$ 61,295	\$ 3,705	City
Total			\$500,000.00	\$471,500.00	\$28,500.00	

6. ALTERNATIVES:

1. **Recommended:** Approve Transportation Alternatives Intergovernmental Agreement with the City of Flagstaff. Staff recommends the TA IGA be approved as this would allow us to move forward with procurement for this project and is aligned with non-binding agreements between partners at time of application.
2. **Not recommended:** Do not approve Transportation Alternatives Intergovernmental Agreement with the City of Flagstaff). This action would negatively impact the finances, timeline of this project.

7. ATTACHMENTS:

TA IGA City of Flagstaff

After recording, return to:

City Clerk
Flagstaff City Hall
211 W. Aspen Avenue
Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT
for Transportation Alternatives Safe Routes to School Award
by and between
City of Flagstaff
and
Flagstaff Metropolitan Planning Organization d/b/a MetroPlan

This Intergovernmental Agreement (hereafter "Agreement") is entered into this _____ day of September, 2024 by and between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereafter the "City"), and Flagstaff Metropolitan Planning Organization, a metropolitan planning organization formed as an Arizona nonprofit corporation with offices at 3773 North Kaspar Drive, Flagstaff, Arizona 86004, (hereafter "MetroPlan"). City and MetroPlan may be referred to individually as a Party or collectively as the Parties in this Agreement.

RECITALS

WHEREAS:

- A. MetroPlan has secured Federal Highway Administration (hereafter "FHWA") Transportation Alternatives grant funding ("Grant") passed through the Arizona Department of Transportation for up to ninety-four and three tenths percent (94.3%) funding for the preliminary design of infrastructure connections near schools commonly known as Safe Routes to School Infrastructure ("Project") {see attachment A: Grant Agreement for more information};
- B. The City and MetroPlan both benefit from the use of these funds in service of the Project;
- C. City desires to coordinate with MetroPlan for the purposes of completing the Project utilizing the Transportation Alternatives funding including providing match funds;
- D. City and MetroPlan now wish to enter into this Agreement to set out the roles and responsibilities of the Parties as related to the funding, design, construction, and completion of the Project; and
- E. The Parties are authorized to enter into this Agreement by the provisions of the Amended Master IGA, and by A.R.S. § 11-952 et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein and other consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose and Scope.** The Purpose of this Agreement is to set out the roles and responsibilities of the Parties as related to Transportation Alternatives ("TA") grant funds MetroPlan received

for the preliminary design of the Project. Neither Party is committed to further design nor construct the identified infrastructure improvements. Implementation of the Project and its components will result in capital assets that shall be owned and maintained by City per City's Asset Management Plan.

2. **Funding.** The TA awarded Grant funds to be used for the preliminary design of the Project total \$471,500 (94.3% of total Project cost), and the City's match requirement totals \$28,500 (5.7% of Total Project cost), for a total Project budget of \$500,000. The table below provides a preliminary estimate for how the funding will be spent.

Awarded Project Costs						
INSTRUCTIONS: List all items necessary to develop and construct your project. The applicant is responsible for verifying all costs and their						
Enter values into GREEN CELLS.			The program will automatically calculate the Totals and Federal Share at 94.3%			
ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	FEDERAL FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%
PLANNING, SCOPING, AND PROGRAMMING						
Non-Infrastructure Project (i.e. planning or programming project)						
If you need assistance determining a planning project budget, please contact your ADOT Regional Planner for support.						
Engineering (see breakdown below)				\$ 500,000	\$ 471,500	\$ 28,500
<i>Needs/ priorities assessment</i>		1	\$ 150,000	\$ 150,000	\$ 141,450	\$ 8,550
<i>Topo/ Survey</i>		3	\$ 12,000	\$ 36,000	\$ 33,948	\$ 2,052
<i>NEPA</i>		3	\$ 23,000	\$ 69,000	\$ 65,067	\$ 3,933
<i>30% design</i>		3	\$ 60,000	\$ 180,000	\$ 169,740	\$ 10,260
<i>Contingency</i>		1	\$ 65,000	\$ 65,000	\$ 61,295	\$ 3,705
Total				\$ 500,000.00	\$471,500.00	\$28,500.00

These budgeted figures are preliminary and may be subject to change. Any budget changes needed for the completion of the Project shall be agreed to by the Parties. In the event MetroPlan secures additional funding for the Project, an amendment to this Agreement documenting the additional funding and Project components shall be executed by both Parties.

3. **Term.** This Agreement shall be in effect from the date of the last signature below to the date of completion of the Project and closure of the Project budget in the Grant.

4. **Project Roles and Responsibilities.**

4.1. **MetroPlan Roles and Responsibilities**

- 4.1.1. MetroPlan shall provide grant administration in accordance with the Grant Agreement.
- 4.1.2. MetroPlan shall designate a point of contact who will coordinate all aspects of the Project with a point of contact designated by City for the design and construction of the Project.
- 4.1.3. MetroPlan shall be responsible for procurements in compliance with federal requirements following a mutually agreed upon procurement plan.
- 4.1.4. MetroPlan shall contract for services including design professional (“DP”) and other third-party vendors required to complete preliminary design of the infrastructure. MetroPlan shall be responsible for procurement for the

preliminary design and coordinate with City on scoping and evaluating responses. MetroPlan shall provide contract oversight and MetroPlan will include all federal terms, requirements, and certifications in contracts in compliance with federal, state, or local requirements.

- 4.1.5. MetroPlan's point of contact shall meet monthly with City's point of contact to track progress on grant milestones and grant budget. MetroPlan shall submit monthly reports related to those topics to ADOT and meetings shall be timely to accommodate on-time reporting.
 - 4.1.6. MetroPlan shall monitor and provide oversight of preliminary requirements for the National Environmental Policy Act ("NEPA").
 - 4.1.7. MetroPlan shall be responsible for overall contract management, administration, project controls, and coordination.
 - 4.1.8. MetroPlan shall provide monthly expense reports to City to communicate expenditures and balance details pertaining to the Grant funds.
 - 4.1.9. MetroPlan is responsible for payment of all invoices received within thirty (30) days of receipt and MetroPlan will pay 100% of invoice totals.
 - 4.1.10. MetroPlan is responsible for submitting reimbursement request to ADOT for ninety-four and three tenths percent (94.3%) of total Project cost no later than thirty (30) days after receipt of all invoices for the billing period.
 - 4.1.11. MetroPlan will bill City for City's match (5.7% up to \$28,500) as required for the total Project as reported to ADOT no later than thirty (30) days after receipt of all invoices for the billing period.
- 4.2. City Roles and Responsibilities
- 4.2.1. City shall designate a Project Manager responsible for coordinating and providing direction on behalf of City.
 - 4.2.2. City will assist MetroPlan with the procurement process by developing the Project scope, assisting with scoring criteria, and contributing scoring committee information to MetroPlan and shall recommend procurements to conduct.
 - 4.2.3. City shall review and recommend approval of all change orders per the process detailed in the City's Procurement Code Manual.
 - 4.2.4. City will review invoices from the Design Professional and recommend to MetroPlan approval or denial of payment.
 - 4.2.5. City shall be responsible for day-to-day project management of preliminary design.
 - 4.2.6. City is responsible for paying invoices submitted by MetroPlan pursuant to section 4.1.11 within thirty (30) days of receipt of invoice.
 - 4.2.7. City shall develop and provide oversight of the Project budget and provide recommendations to the MetroPlan point of contact.

- 4.2.8. In the event the Project exceeds federal budget, City shall be responsible to cover 100% of the overruns and change orders.
- 4.2.9. The City will direct the work of the Design Professional per relevant City standards and guidelines and has final authority to review and accept preliminary designs from the Design Professional.
- 4.3. Shared Roles and Responsibilities
- 4.3.1. Each Party shall have a representative to be the main point of contact and shall be responsible for coordinating all Project specific information with their individual teams.
- 4.3.2. City and MetroPlan, along with DP, construction firm, and other vendors as applicable, shall comply with NEPA regulations in accordance with the Grant requirements for the Project. Partners shall mutually agree upon projects to ensure compliance with NEPA.
- 4.3.3. Both Parties shall be responsible for tracking Project budget to ensure Project does not exceed federal funding.
5. **Indemnification.** To the extent permitted by Arizona law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
6. **ADA.** Each Party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.
7. **Non-Discrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
8. **Compliance with Laws.** Each Party shall comply with all federal and state laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

9. **Modification.** This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment shall become effective on the date so specified.
10. **Agents, Employees, And Contractors.** Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.
11. **Workers' Compensation.** Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required., Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.
12. **Insurance.** Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.
13. **Non-appropriation.** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
15. **Severability.** In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.
16. **Jurisdiction.** Nothing in this Agreement shall be construed as otherwise limiting or extending the legal Jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party.
17. **Conflict of Interest.** The requirements of A.R.S. §38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of a Party with respect to the subject matter of this Agreement.

18. **Dispute Resolution.** The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
19. **Construction.** This Agreement shall be construed and in accordance with its fair meaning and shall not be construed for or against either Party.
20. **Headings.** The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.
21. **Entire Agreement.** This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date herein before indicated.

City of Flagstaff

**Flagstaff Metropolitan Planning Organization
d/b/a MetroPlan**

Becky Daggett

Name: _____

Mayor

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Dated: _____

REPRESENTING CITY OF FLAGSTAFF:

The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____

Name: Sterling Solomon

Title: City Attorney

Date: _____

REPRESENTING MetroPlan

The undersigned counsel for MetroPlan has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____

Name: Mangum Wall Stoops & Warden, PLLC

Title: General Counsel

Date: _____



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: August 19, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Sandra Tavel, Transportation Planner

SUBJECT: Consider Resolution 2025-01 State Match for Rural Transportation (SMART) Application

1. RECOMMENDATION:

Staff recommends the Board approve Resolution 2025-01 State Match for Rural Transportation (SMART) Application.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 1: Maximize Funding for Transportation Projects and Programs

Objective 1.4: Ensure good standing with funders.

3. BACKGROUND:

Effective October 1, 2024, the AZ SMART fund will be open to Metropolitan Planning Organizations (MPO)s. MetroPlan received a \$2,140,000 federal grant through the Safe Streets and Roads for All (SS4A) Supplemental Planning program for its Safe Streets Master Plan. In order to leverage regional dollars on behalf of its partners, MetroPlan intends to apply for **\$296,250** in partial match funding through the AZ SMART fund effective October 1, 2024.

Match breakdown is as follows:

Jurisdiction	Match Amount	Cash or In-Kind	AZ SMART Request
City of Flagstaff	\$238,750	In-Kind	\$0
City of Flagstaff	\$261,250	Cash	
Mountain Line	\$25,000	Cash	\$296,250
Coconino County	\$10,000	Cash	
Total Match Amount	\$535,000		



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The updated AZ SMART application, which is in draft form at the time of this staff report and through the September 5 Executive Board meeting, requires applicants to provide a Board Resolution.

MetroPlan Resolution 2025-01 State Match for Rural Transportation (SMART) Application (attached) authorizes MetroPlan to apply for and execute AZ SMART funds.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item did not go to TAC. Management Committee reviewed this item on August 29, 2024.

5. FISCAL IMPACT:

Adoption of the resolution will have no direct fiscal impact on MetroPlan's budget, as matching funds are coming from its partners. If awarded the AZ SMART match dollars, this will save our partner's cash. The federal discretionary grant, SS4A for the Safe Streets Master Plan in the amount of \$2,140,000 is not currently in the FY25 budget due to the timing of the award but will be added once the grant agreement with Federal Highway Administration (FHWA) is executed.

6. ALTERNATIVES:

1. **Recommended:** 1) Approve MetroPlan's Resolution 2025-01 State Match for Rural Transportation (SMART) Application.
2. **Not Recommended:** Do not approve MetroPlan's Resolution 2025-01 State Match for Rural Transportation (SMART) Application.

7. ATTACHMENTS:

Resolution 2025-01



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RESOLUTION Number 2025-01

A RESOLUTION OF THE Flagstaff Metropolitan Planning Organization (“FMPO”) OF MPO, Coconino COUNTY, ARIZONA, AUTHORIZING AN APPLICATION TO THE ARIZONA SMART FUND FOR A GRANT FOR MATCH PURSUANT TO TITLE 28, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES.

WHEREAS, in Chapter 322 of the Laws of 2022 (“the Act”), the Arizona Legislature established the AZ SMART Fund and program, and authorized the State Transportation Board, among other things, to award grants to Eligible Applicants for design and other engineering services (“DOES”), grant development and submission (“GDS”), and Match for a surface transportation project for which the Applicant will submit a Federal Grant application;

WHEREAS, ARS §28-399.Q.1 as amended in Chapter 120 of the Laws of 2024 defines “Federal grant” to mean a federal discretionary grant program administered by any federal agency for surface transportation purposes;

WHEREAS, the AZ SMART Fund Request for Grant Applications and Agreement (“RFGAA”) defines “surface transportation purposes to mean a road, bridge, transit or rail infrastructure project, study or plan document that is eligible for a Federal Grant;

WHEREAS, Applicants for AZ SMART Fund must apply in accordance with the requirements of the Act and the RFGAA;

WHEREAS, the Flagstaff Metropolitan Planning Organization has determined that it will apply to AZ SMART for match for Safe Streets Master Plan (“Project”);

WHEREAS, the Flagstaff Metropolitan Planning Organization has successfully applied for and received a federal award for a Safe Streets and Roads for All (SS4A) Supplemental Planning discretionary grant for the Project identified in the RFGAA;

WHEREAS, the RFGAA requires that applications include a resolution from the governing body of the Applicant stating the Project is in the best interests of the residents of the municipality or county in which the Project is or will be located and requires the resolution to state the commitment of Applicant funds, if applicable;

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF METROPLAN, COCONINO COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the MetroPlan Project described above is in the best interests of the residents of Flagstaff Metropolitan Planning region.

Section 2: That MetroPlan requests Two Hundred Ninety Six Thousand Two Hundred Fifty Dollars (\$296,250.00) for Match from the AZ SMART Fund.



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Section 3: That match total for the awarded SS4A grant is Five Hundred Thirty Five Thousand Dollars (\$535,000.00). MetroPlan’s SMART fund request is Two Hundred Ninety Six Thousand Two Hundred Fifty Dollars (\$296,250.00). Remaining funds in the amount of Two Hundred Thirty Eight Thousand Seven Hundred Fifty Dollars (\$238,750.00) are committed by MetroPlan as in-kind committed to the Project.

Section 4: That MetroPlan has applied and been awarded the Federal Grant identified in the RFGAA approved by the Board.

Section 5: That the MetroPlan Executive Director is authorized to submit and sign the RFGAA.

Section 6: WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the MetroPlan Executive Board.

PASSED AND ADOPTED by the Executive Board of MetroPlan, Coconino County, Arizona, this 5th day of September 2024.

APPROVED:

[Executive Board Chair]

ATTEST:

[Clerk of the Board]

APPROVED AS TO FORM:

MPO Attorney
Mangum Wall Stoops & Warden, PLLC



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STAFF REPORT

REPORT DATE: August 24, 2025

MEETING DATE: September 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Karen Moeller, Clerk of the Board and Administrative Assistant

SUBJECT: Consider Adopting the Calendar Year 2025 (CY25) Executive Board Meeting Calendar

1. RECOMMENDATION:

Staff recommends the Board adopt the Calendar Year 2025 (CY25) Executive Board meeting calendar as presented.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2: Deliver Plans that Meet Partner and Community Needs

Objective 2.4: Position partners for successful implementation of plans.

3. BACKGROUND:

The Executive Board meeting day and time is established as the first Thursday of each month from 1:00 p.m. to 3:00 p.m. with a recess in July and August. Deviations from this established schedule are proposed for January 2025 moving the meeting from January 2, 2025 to January 9, 2025 due to the Christmas and New Year's Holidays.

Section 4.5 of the MetroPlan bylaws include the following requirement, Regular Meetings of the Executive Board, state that, "in no event shall there be less than four meetings of the Executive Board in one year." This schedule aligns with requirements of the bylaws.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. This item was reviewed by the Management Committee.



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5. FISCAL IMPACT:

There is no fiscal impact to adopting the Calendar Year 2025 Executive Board meeting calendar.

6. ALTERNATIVES:

- 1) **Recommended:** Adopt the Calendar Year 2025 Executive Board Meeting Calendar as presented. This action will allow Board members to reserve time on calendars to ensure quorums can be met and allows the public to track meetings.
- 2) **Alternative Recommended:** Adopt the Calendar Year 2025 Executive Board Meeting Calendar with amended dates. This action will allow Board members to reserve time on calendars to ensure quorums can be met and allows the public to track meetings.
- 3) **Not Recommended:** Do not adopt the Calendar Year 2025 Executive Board Meeting Calendar as presented. This increases coordination of 2 schedules and increases chances for cancelling meetings due to lack of quorum.

7. ATTACHMENTS:

Proposed CY25 Executive Board Meeting Calendar

Proposed CY25 Executive Board Meeting Calendar

January 9, 2025 – Regular Executive Board Meeting

February 13, 2025 – Annual Strategic Advance

March 5, 2025 - Regular Executive Board Meeting

April 3, 2025 - Regular Executive Board Meeting

May 1, 2025 – Regular Executive Board Meeting

June 5, 2025 - Regular Executive Board Meeting

July and August 2025 – Summer Recess

September 4, 2025 - Regular Executive Board Meeting

October 2, 2025 - Regular Executive Board Meeting

November 6, 2025 – Regular Executive Board Meeting

December 4, 2025 - Regular Executive Board Meeting



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STAFF REPORT

REPORT DATE: August 20, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: FY2024 Year End Financial Report

1. RECOMMENDATION:

None. This item is for information and discussion only.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 1: Maximize Funding for Transportation Projects and Programs

Objective 1.4: Clean audits and reviews

3. BACKGROUND:

This report provides a year end close out for the FY2024 amended budget. Budgeted expenses were \$2,158,115. Actual FY2024 expenses were under budget at \$1,200,061. This is about 55% underbudget, primarily due to projects, which were fully budgeted in FY2024 but will take several years to deliver. Revenues are similarly underbudget as we operate primarily on a reimbursement basis. Unspent funding can be used in future years as revenue is formula grant funds that will carry forward.

Looking more deeply into budget categories we see the following:

- **Salary and Benefits:** MetroPlan budgeted \$760,186 and spent \$659,361. This is primarily due to not hiring the Transportation Demand Management Planner until halfway through the fiscal year and not hiring the Safe Routes to School Coordinator in the fiscal year which was anticipated to happen 6 months into the fiscal year.



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- Operations: MetroPlan budgeted \$235,462 and spent \$85,137. The savings are mainly due to lower IT costs than anticipated, not using anticipated public outreach funding, and not fully expending the memberships line.
- Travel: MetroPlan budgeted \$18,000 and expended \$34,529. MetroPlan was awarded a grant which allowed staff and Board to travel to the National Association of City Transportation Officials. This revenue and travel were unanticipated at the beginning of the year.
- Projects: MetroPlan budgeted \$1,144,467 for projects including \$165,000 for West Route 66, \$450,000 for the Downtown Mile, \$231,000 in Safe Routes to School funds, \$200,000 in the Vulnerable Roadway Users (VRU) Plan, and \$50,000 for smaller projects like data collection. The category also includes \$125,464 in planning contingency which allows the agency to be nimble in responding to needs. MetroPlan spent \$421,035 in FY2024. None of the identified projects were completed in FY2024 and will carry over into FY2025. Safe are on track to complete the VRU, Downtown Mile, and West Route 66 plans in FY2025.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no questions.

5. FISCAL IMPACT:

MetroPlan has a sustainable 5-year budget.

6. ALTERNATIVES:

None. This item is for information and discussion only.

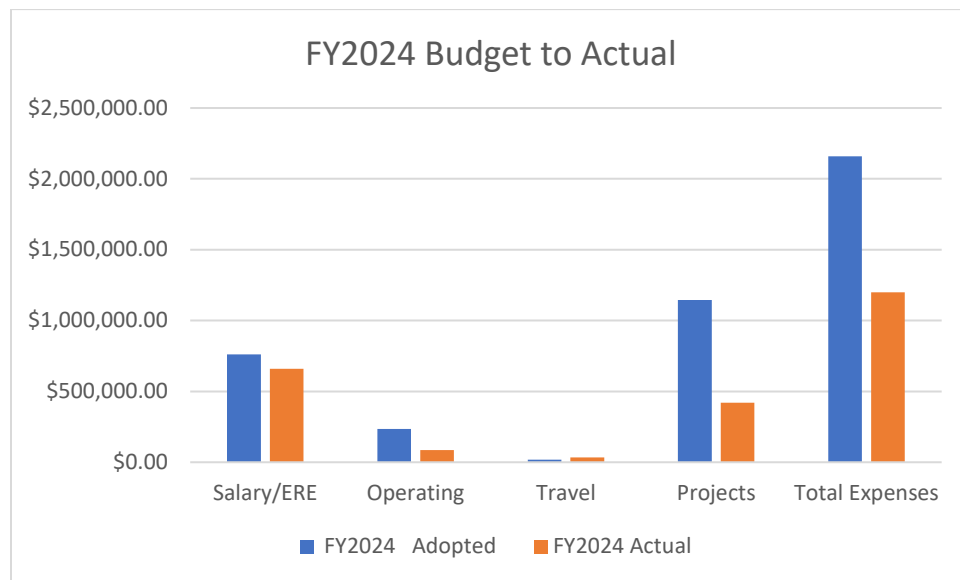
7. ATTACHMENTS:

FY2024 Year End Financial Report

Financial Report

Quarter 4 FY2024

	Adopted	Actual
Revenue		
Formula Grants	\$2,153,459.00	\$930,308.46
Competitive Grants	\$1,589,147.00	\$184,084.57
Local Revenue	\$129,447.92	\$157,704.93
Total Revenue	\$3,872,053.92	\$1,272,097.96
Expenses		
	FY2024	FY2024
	Adopted	Actual
Salary/ERE	\$760,186.00	\$659,361.50
Operating	\$235,462.00	\$85,135.62
Travel	\$18,000.00	\$34,528.69
Projects	\$1,144,467.00	\$421,034.70
Total Expenses	\$2,158,115.00	\$1,200,060.51





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STAFF REPORT

REPORT DATE: August 12, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: Update on Key Performance Indicators (KPIs)

1. RECOMMENDATION:

None. This item is for information and discussion only.

2. RELATED STRATEGIC WORKPLAN ITEM:

This item reports on the progress of all strategic work plan items.

3. BACKGROUND:

At its June 1, 2023, Board meeting, the Board adopted a Strategic Workplan that included key performance indicators (KPIs) to help measure progress on the goals and objectives that would be shared with the Board quarterly. This report provides KPIs for the fourth quarter of FY2024 (*April to June*).

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. Management Committee had no comments.

5. FISCAL IMPACT:

None. However key performance indicators can provide useful information on the effectiveness of programs and budget resources.



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6. ALTERNATIVES:

None. This item is for information and discussion only.

7. ATTACHMENTS:

KPI PowerPoint



Update: Key Performance Indicators (KPIs)

Recommendation: None. This item is for information and discussion only.



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1

Maximize Funding for Transportation Projects and Programs

OBJECTIVES

- Objective 1.1:* Align capital and programmatic needs with priorities and fund sources.
- Objective 1.2:* Expand match and revenue generating options.
- Objective 1.3:* Coordinate partners' legislative priorities related to transportation.
- Objective 1.4:* Ensure good standing with funders.



KEY PERFORMANCE INDICATORS

1. Number funding opportunities sought
2. Amount of funding obtained
3. Develop annual legislative agenda and workplan
4. Clean audits and reviews

VISION:

The region is joined together by a transportation system that prioritizes the wellbeing of people and the environment

MISSION:

To facilitate improvements and programs for all transportation modes through collaborative priority setting, planning, and the strategic pursuit of funding.

GOAL 1: MAXIMIZE FUNDING FOR TRANSPORTATION PROJECTS AND PROGRAMS



FY 2024 SNAPSHOT

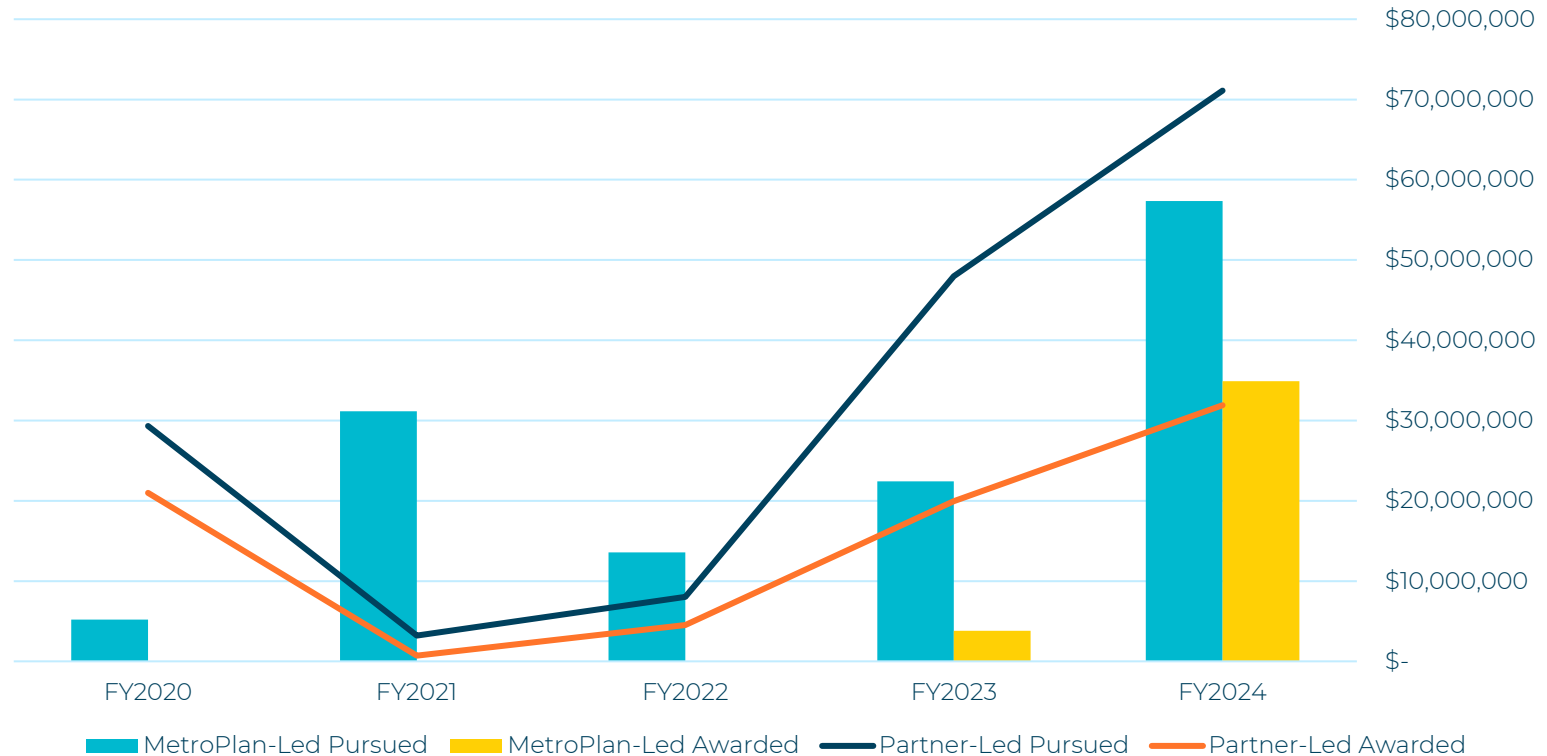
Total Awarded
\$66,799,865

Total Pursued
\$128,452,123

Grants Pursued 30

Grants Awarded 16

Partner + MetroPlan Competitive Funding FY20-24





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Legislative agenda | audits



FY25 Legislative Agenda & Workplan

- In progress



Clean audits and reviews

- Independent Single Audit
 - ✓ Wrapped up FY23
 - ☐ FY24 begins
- ADOT Audit



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VISION:

The region is joined together by a transportation system that prioritizes the wellbeing of people and the environment

MISSION:

To facilitate improvements and programs for all transportation modes through collaborative priority setting, planning, and the strategic pursuit of funding.

2

Deliver Plans that Meet Partner and Community Needs

OBJECTIVES









- Objective 2.1:* Maintain trust through reliable and transparent project management.
- Objective 2.2:* Expand inclusion of transportation disadvantaged community members and organizations in planning processes from setting planning priorities to implementing outcomes.
- Objective 2.3:* Fill gaps in transportation data and make data accessible.
- Objective 2.4:* Position partners for successful implementation of plans.



KEY PERFORMANCE INDICATORS

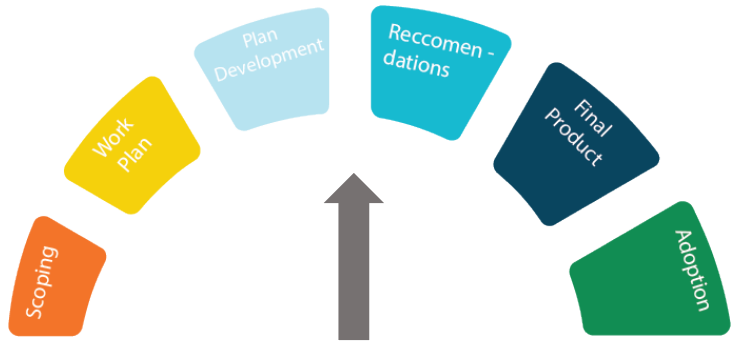
1. Involvement of stakeholders in scoping through final recommendations
2. Participant demographics reflect community demographics
3. Number of new data sets collected and available on the website
4. Number of policy, project or other recommendations implemented

GOAL 2: DELIVER PLANS THAT MEET PARTNER AND COMMUNITY NEEDS

	Q1	Q2	Q3	Q4
 1. Involvement of stakeholders in scoping through final recommendations (Plans / Engagements)				
 2. Participant demographics reflect community demographics	N/A	N/A	N/A	N/A
 3. Number of new data sets collected and available on the website (year to date)	4 YTD	4 YTD	4 YTD	4 YTD
 4. Number of policies, project, or other recommendations implemented	0	0	0	0



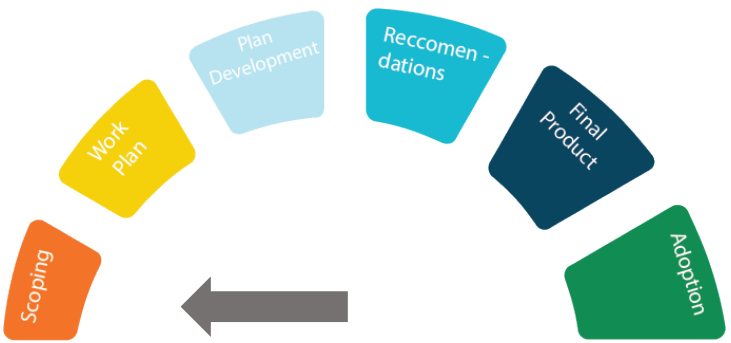
Planning Dashboard



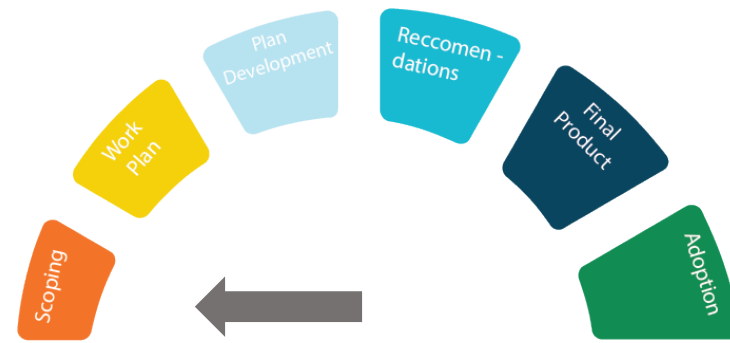
W. Route 66
Operational Assessment



Vulnerable Road Users
Safety Plan



Trip Diary



Safe Streets Master Plan

Completed

- Route Transfer Study
- Regional Transportation Safety Plan (RTSP)
- Creative Local Match

3

Build MetroPlan's Visibility in the Community

OBJECTIVES

Objective 3.1: Educate, inspire, and empower individuals in the planning process through creative education opportunities, public events, and demonstrations.

Objective 3.2: Expand MetroPlan's visibility through branding and marketing - social media, print, and digital materials.

Objective 3.3: Promote the value MetroPlan brings to the community.



KEY PERFORMANCE INDICATORS

1. Number of public outreach events attended or organized
2. Number of people/organizations interacted with annually
3. Number of follower/ subscribers to social media and e-news sign-ups
4. Number of people reached through other media such as direct mailers, poster



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VISION:

The region is joined together by a transportation system that prioritizes the wellbeing of people and the environment

MISSION:

To facilitate improvements and programs for all transportation modes through collaborative priority setting, planning, and the strategic pursuit of funding.

GOAL 3: BUILD METROPLAN'S VISIBILITY IN THE COMMUNITY

	Q1	Q2	Q3	Q4
 1. Number of public outreach events attended or organized	0	0	0	3
 2. Number of people/organizations interacted with quarterly	0	3	88	951
 3. Number of <u>new</u> followers/ subscribers to social media and e-news sign-ups	44	40	38	98
 4. Number of people reached through other media such as direct mailers, poster distribution, etc.	152	0	0	980



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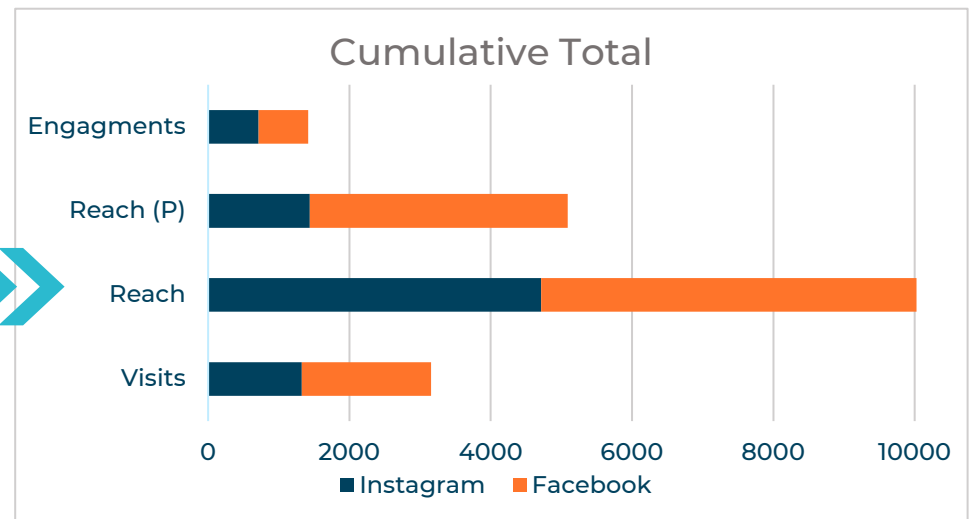
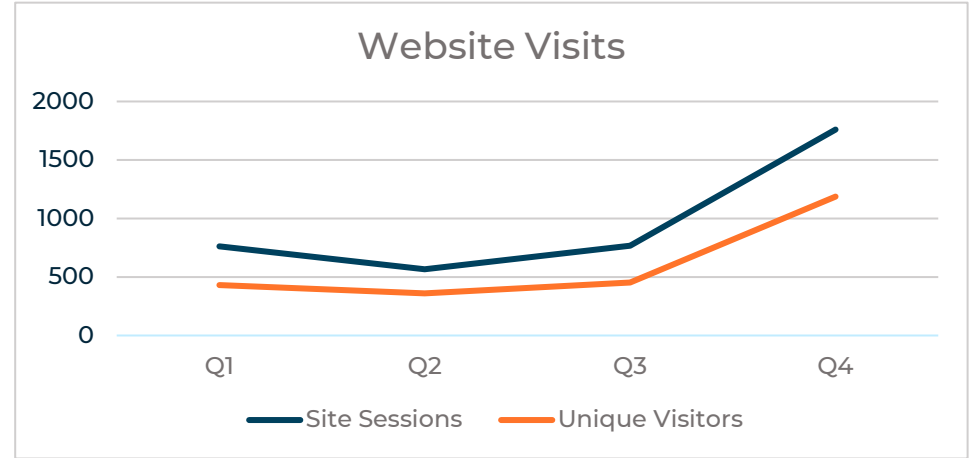
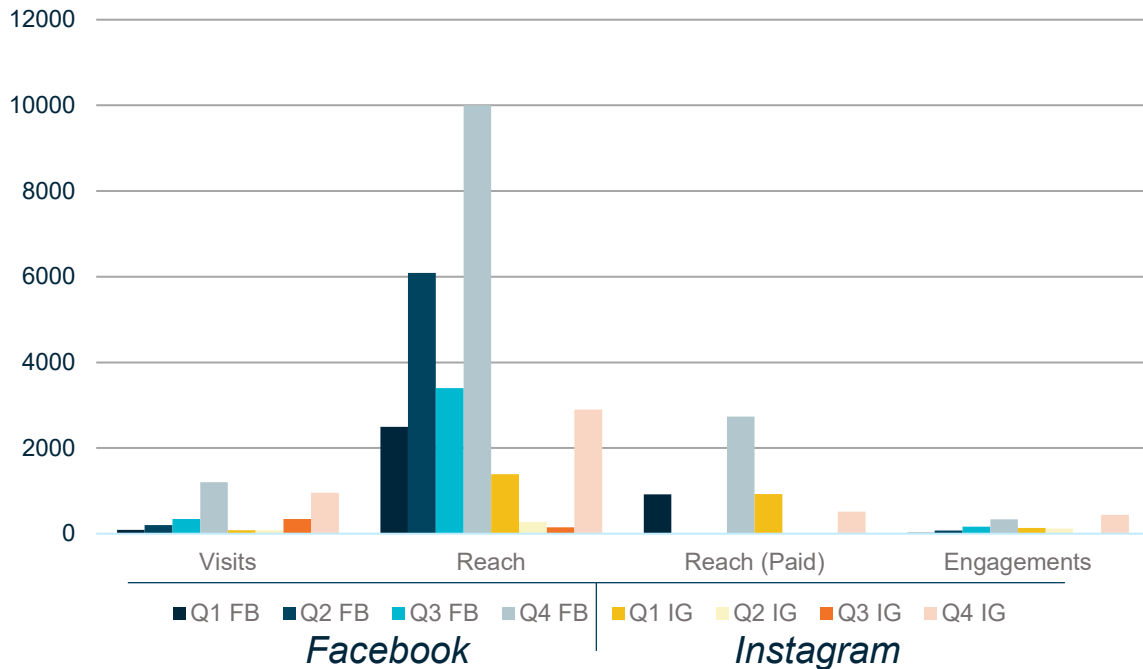
GOAL 3: BUILD METROPLAN'S VISIBILITY IN THE COMMUNITY



TOTAL OF SOCIAL MEDIA FOLLOWERS:

- ▶ Facebook 130
- ▶ Instagram 271

Comparison by Quarter



4

Implement Programs that Encourage Mode Shift

OBJECTIVES

Objective 4.1: Conduct community-oriented multimodal demonstration and pilot projects.

Objective 4.2: Implement programs at K-12 schools to reduce parent pick up and drop off.

Objective 4.3: Educate the public about economic, health, congestion, climate, equity and other benefits of multimodal transportation.



KEY PERFORMANCE INDICATORS

1. Increase % of trips made by walking, cycling, micro-mobility and public transit
2. Reduction in K-12 school traffic
3. Number of programs, pilots and demonstrations conducted



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VISION:

The region is joined together by a transportation system that prioritizes the wellbeing of people and the environment

MISSION:

To facilitate improvements and programs for all transportation modes through collaborative priority setting, planning, and the strategic pursuit of funding.



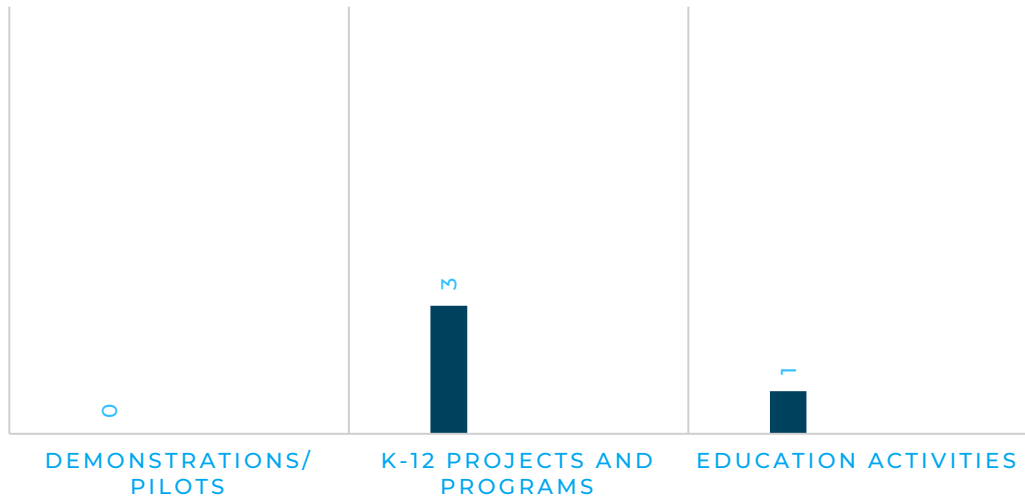
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GOAL 4: IMPLEMENT PROGRAMS THAT ENCOURAGE MODE SHIFT

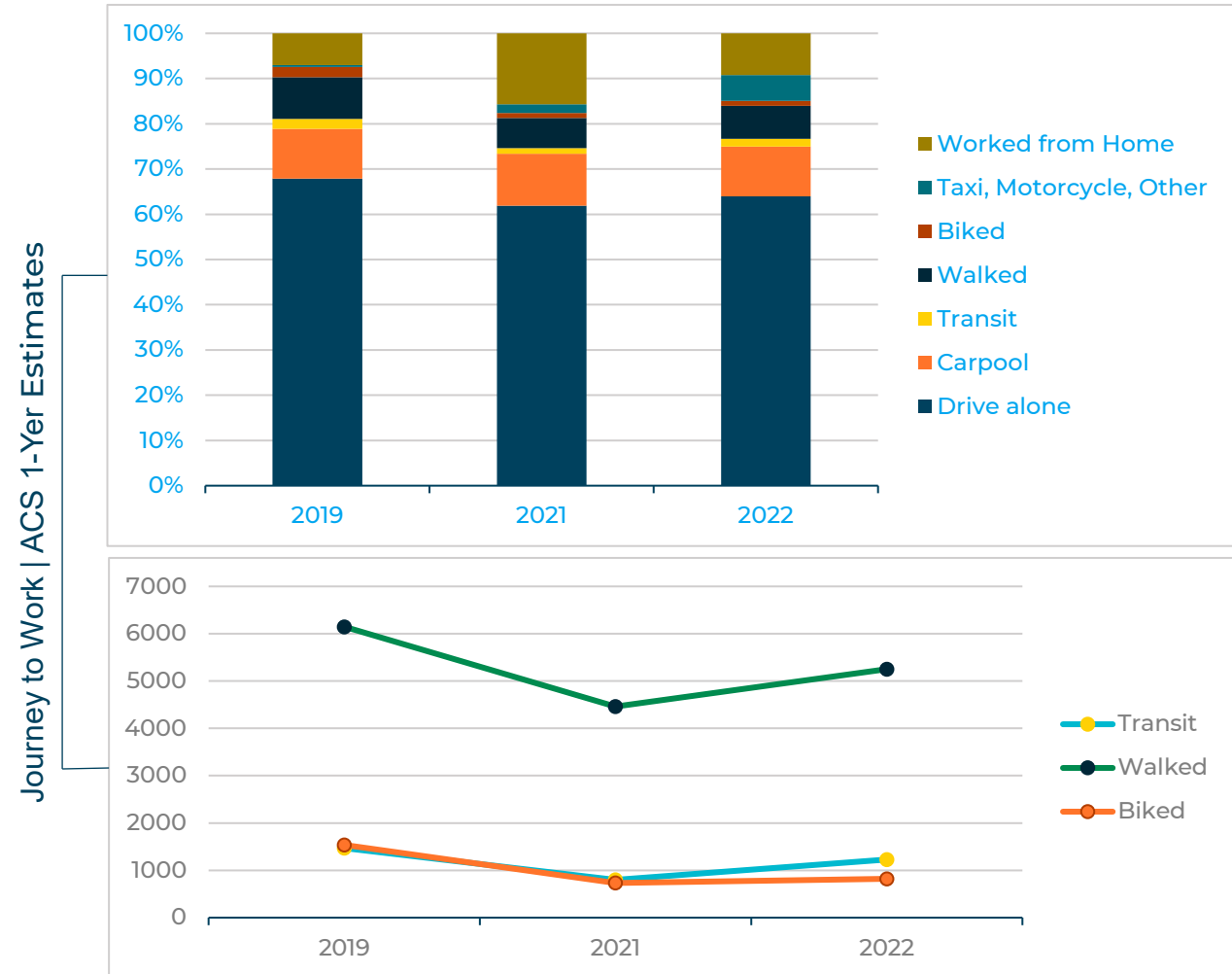
TDM PROGRAMS

■ TDM Programs FY2024 ■ TDM Programs FY2025 ■ TDM Programs FY2026



Reduction in K-12 school traffic

➤ *MetroPlan received a Transportation Alternatives program to support*





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STAFF REPORT

REPORT DATE: August 20, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Mandia Gonzales, Transportation Planner

SUBJECT: West Route 66 Operational Assessment Update

1. RECOMMENDATION:

None. This item is for information and discussion only.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2: Deliver Plans that Meet Partner and Community Needs

Objective 2.4: Position partners for successful implementation of plans.

3. BACKGROUND:

The West Route 66 Operational Assessment is part of a multi-jurisdictional effort to determine the best project(s) investment of the City's 419 tax initiative funds to support multi-modal improvements along W. Route 66 and to support the expansion of Mountain Line's Route 8 to service the new communities and businesses along the corridor. www.metroplanflg.org/wr66

Where are we in the assessment process?

The assessment is just over half complete and is on schedule. The Project Advisory Group (PAG) made of both TAC members and agency staff has finalized and approved the following deliverables:

- Current Conditions Report
- Future Condition Report
- Policy-Based Criteria
- Transportation modeling for the Regional Plan scenarios A-E
- Microsimulation network calibration and software for a more detailed modeling effort



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What is the PAG working on now?

- Evaluation processes of the policy-based criteria
 - This will be used to help select future project(s) that meet local, regional, and state policies and goals.
- Reviewing Regional Plan Scenarios and Transportation Solutions
 - This step looks at the Regional Plan Scenarios, and potential transportation solutions, and applies policy-based criteria to score the best solution and outcomes from both the regional plan and potential transportation solutions.
- Basis of Design Document
 - The Basis of Design (BOD) Document records the existing policies, design standards, and assumptions behind major project selection and design decisions made by the Project Advisory Group. The document lays the foundation for the design and construction process in future engineering and meets the project's 15% design level. As the primary road owner, we will honor ADOT's jurisdictional requirements to ensure an implementable project. However, pending further exploration of solutions, this topic may be revisited if current standards do not meet City goals.

Upcoming Milestones:

- Reduce scenarios and solutions to those that are best based on policy for future implementation
- The PAG will advance their selection of scenarios and solutions to microsimulation by NAU
- Preliminary approval of the Basis of Design Document

Public Outreach

Business: Outreach has begun to businesses along the corridor in April. A notification letter was sent to over 50 businesses, mobile home parks, and property owners. MetroPlan received 5 comments on the needs of these businesses as it relates to access and the roadway itself and met with a business owner in June to further discuss the project and potential impacts.

Tribal Governments: Notifications were sent to staff and the presidents of several tribes that claim this area as part of their ancestral lands. Outreach has been conducted through the use of the Arizona State Historic Preservation Office (SHPO) Government-to-Government Consultation Toolkit. Responses have been minimal, and no concerns have been expressed.

Public Survey: A survey was launched to gather feedback on W. Route 66 and to inform the PAG on the criteria weighting of the policy-based goals.



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Stakeholders: Staff has provided project updates to Mountain Line TAC and Board for those items that pertain to transit and the overall project. Requests for future updates have been made as we continue through this process.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. Management Committee had no comments.

5. FISCAL IMPACT:

None. These items are updates only.

6. ALTERNATIVES:

None. This item is for information and discussion only.

7. ATTACHMENTS:

All draft documents and appendices completed to date can be found at www.metroplanflg.org/wr66 or the links below:

- [W. Route 66 Current Conditions Report](#)
- [W. Route 66 Future Conditions Report](#)
- [Policy Based Criteria](#)



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STAFF REPORT

REPORT DATE: August 20, 2024

MEETING DATE: September 5, 2024

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: MetroPlan Happenings

1) RECOMMENDATION:

None. This item is for information and discussion only.

2) RELATED STRATEGIC WORKPLAN ITEM:

Goal 3: Build MetroPlan's Visibility in the Community

Objective 3.3: Promote the value MetroPlan brings to the Community

3) BACKGROUND:

Grant Updates:

The following grants have been applied for this summer or are being written now.

- Active Transportation Infrastructure Improvement Program (ATIIP):
 - City of Flagstaff Planning & Design application for Santa Fe-Milton FUTS Bikeway Project for \$509,414.
 - Coconino County Planning application for Multimodal Connectivity Network for \$1,005,000.
- Safe Streets and Roads for All (SS4A):
 - City of Flagstaff Planning and Design application for Active Transportation Master Plan (ATMP) amendment for concept plans to bring all projects to 15% design for \$1,767,527.
- Wildlife Crossings Pilot Program:
 - AZ Game and Fish /ADOT design and construction Kachina Village Overpass Project for approximately \$25 million, final amount TBD.



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TDM Update

- New Safe Routes to School Coordinator: MetroPlan is pleased to introduce the new Safe Routes to School Coordinator, Corey Cooper! Corey comes to us from Flagstaff Unified School District, where he worked as a long-term substitute teacher. Now that school is in full swing, he will begin working with Flagstaff schools on safe multi-modal transportation. Welcome Corey!
- Science in the Park: MetroPlan staff plan to host a booth with the 'cone of vision' safety activity. This activity explains how drivers' range of vision decreases as the speed of their vehicle increases. This event is on Saturday, September 21, 2024, at Wheeler Park.
- October Walks: MetroPlan staff are organizing walking events, during the week of September 30-October 6th. Tentatively scheduled events include a Downtown Flagstaff accessibility and walkability audit, a mural walk and a 'family-friendly' spooky walk sponsored by Freaky Foot tours, and International Walk to School Day on Wednesday, October 2nd.
- Bike Safety Classes: MetroPlan, in partnership with Flagstaff Biking Organization and the City of Flagstaff, will be hosting a 3-day League of American Bicyclists League Certified Instructor course in October. The training will prepare prospective educators to teach bike safety curriculum.

Travel/Training Update

- The AZ Rural Transportation Summit is in Prescott, AZ October 16-18. MetroPlan attendees include staff, Chair Jeronimo Vasquez, Member Miranda Sweet. The purpose of the event is education on Rural Transportation Advocacy Council (RTAC) projects and long-term revenue solutions. Chair Vasquez will speak on the Mountain Line maintenance bays match request.
- MetroPlan staff will be traveling to Tucson to experience a Cyclovia event, sponsored by Living Streets Alliance (LSA). Cyclovia Tucson is an open streets event which temporarily re-purposes the public streets to be more inclusive of all people; walk, bike, roll, scoot.
- Two staff are headed to the Safe Routes to School conference in Forst Collins. The conference will help MetroPlan identify best practices and provide innovative ideas for its new program.
- Dave Wessel is headed to the annual Association of Metropolitan Planning Organizations (AMPO) conference in Salt Lake City.

Lighting

MetroPlan submitted a request to modify ADOT standards in Coconino County per specifications requested by local dark skies groups and organizations.

4) TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. Management Committee had no comments.



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5) FISCAL IMPACT:

None. These items are updates only.

6) ALTERNATIVES:

None. This item is for information and discussion only.

7) ATTACHMENTS:

None.

1-3 Year Strategic Workplan

Adopted: June 1, 2023



VISION:

To create the finest transportation system in the country.

MISSION:

Leverage cooperation to maximize financial and political resources for a premier transportation system.

GUIDING PRINCIPLES

Focused

- Adopts clearly delineated objectives
- Provides ambitious and credible solutions
- Strategically plans for political and financial realities and possibilities

Leverages Resources

- Strategically leverages project champions and other plans
- Writes and secures competitive grants

Leads Regional Partners

- Provides targeted, effective and prolific communication to "speak with one voice"
- Advocates for implementation, coordination and commitment
- Provides collaborative leadership among and through its partners
- Accountable for leveraging plans that lead to successful construction and services

Builds Trust and Credibility

- Exhibits integrity in its work products
- Exercises openness and transparency
- Delivers on its promises

Plans for Resiliency

- Invests time and resources to expand mode choice

Fair and Equal Representativ

1

Maximize Funding for Transportation Projects and Programs

OBJECTIVES

- Objective 1.1: Align capital and programmatic needs with priorities and fund sources.
- Objective 1.2: Expand match and revenue generating options.
- Objective 1.3: Coordinate partners' legislative priorities related to transportation.
- Objective 1.4: Ensure good standing with funders.



KEY PERFORMANCE INDICATORS

1. Number funding opportunities sought
2. Amount of funding obtained
3. Develop annual legislative agenda and workplan
4. Clean audits and reviews

2

Deliver Plans that Meet Partner and Community Needs

OBJECTIVES

- Objective 2.1: Maintain trust through reliable and transparent project management.
- Objective 2.2: Expand inclusion of transportation disadvantaged community members and organizations in planning processes from setting planning priorities to implementing outcomes.
- Objective 2.3: Fill gaps in transportation data and make data accessible.
- Objective 2.4: Position partners for successful implementation of plans.



KEY PERFORMANCE INDICATORS

1. Involvement of stakeholders in scoping through final recommendations
2. Participant demographics reflect community demographics
3. Number of new data sets collected and available on the website
4. Number of policy, project or other recommendations implemented

3

Build MetroPlan's Visibility in the Community

OBJECTIVES

Objective 3.1: Educate, inspire, and empower individuals in the planning process through creative education opportunities, public events, and demonstrations.

Objective 3.2: Expand MetroPlan's visibility through branding and marketing - social media, print, and digital materials.

Objective 3.3: Promote the value MetroPlan brings to the community.



KEY PERFORMANCE INDICATORS

1. Number of public outreach events attended or organized
2. Number of people/organizations interacted with annually
3. Number of follower/ subscribers to social media and e-news sign-ups
4. Number of people reached through other media such as direct mailers, poster

4

Implement Programs that Encourage Mode Shift

OBJECTIVES

Objective 4.1: Conduct community-oriented multimodal demonstration and pilot projects.

Objective 4.2: Implement programs at K-12 schools to reduce parent pick up and drop off.

Objective 4.3: Educate the public about economic, health, congestion, climate, equity and other benefits of multimodal transportation.



KEY PERFORMANCE INDICATORS

1. Increase % of trips made by walking, cycling, micro-mobility and public transit
2. Reduction in K-12 school traffic
3. Number of programs, pilots and demonstrations conducted